.US

usTLD Registration Management

Solicitation Number: 1331L5-19-R-1335-0001
Volume 1 – Technical Capability

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November 21, 2018

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Cover Letter

November 20, 2018

U.S. Department of Commerce

Attn: Anthony S. Kram, Contracting Officer
Enterprise Services-Acquisition, Suite A‐200

1401 Constitution Avenue, NW
Washington, D.C. 20230

usTLD Registration Management Solicitation – Solicitation Number: 1331L5-19-R-1335-0001

Dear Mr. Kram,

We are pleased to submit the following response to the usTLD Registration Management Solicitation, Solicitation Number: 1331L5-19-R-1335-0001, on behalf of Registry Services, LLC, a wholly owned subsidiary of Neustar, Inc. (the applicant and its affiliates, including Neustar, Inc., are hereinafter referred to as "Neustar").

Neustar is uniquely positioned to assist the United States Department of Commerce (DOC) by working closely with the National Telecommunications and Information Administration (NTIA) to achieve and exceed the objectives of the contract. Our approach builds on Neustar's 17-year history serving as a proactive steward of the usTLD, helping to shape the usTLD into one of the most policy-rich, trusted and secure TLDs in the world.

Neustar offers the DOC/NTIA a team of industry experts ranging from ICANN Board members and leadership, to cyber-security pioneers, to leading-edge branding and marketing experts. We have the industry's largest DNS, DDoS and cyber-security infrastructure – now bolstered by our recent acquisition of Verisign's DDoS and DNS businesses. We also have the largest DDoS mitigation network in the world, with 10Tbps of capacity to withstand even the largest of attacks.

In addition to our demonstrated expertise and service record, the depth and breadth of the proposal that follows – in combination with Neustar's technology, approach, and people – are what make Neustar the right partner to support the future growth and development of the usTLD. Our proposal does not rest on Neustar's incumbency. Rather, it is aggressively designed to deliver the best value to the DOC/NTIA – and to all usTLD stakeholders.

Neustar is a distinctly American company, with decades of history of operations in the United States. Our primary operations are located just 25 miles west of Washington, DC in Sterling, Virginia. Local Neustar infrastructure, expertise and personnel will continue to be an invaluable benefit for the DOC/NTIA as we continue our work together to ensure that the usTLD remains a trusted, secure namespace that fosters economic growth and innovation.

Neustar hereby certifies that we agree with all terms, conditions and provisions of this solicitation. Should there be any questions regarding this proposal or any of Neustar's capabilities please contact Nicolai Bezsonoff, Vice President and General Manager of Registry, at ███████████████████████████████████

Yours Sincerely,

Charles E. Gottdiener
President and Chief Executive Officer
Neustar Inc.

Executive Summary

Executive Summary

Neustar is the right partner to support the future growth and evolution of the usTLD. Our platform flexibility, unparalleled security infrastructure, policy leadership, demonstrated marketing expertise, culture of innovation and 17 years of proven performance make Neustar uniquely qualified to safely and responsibly administer the usTLD in the public interest. This proposal does not rest on Neustar's incumbency. Rather, it is aggressively designed to deliver the best value to the United States Government, and to all usTLD stakeholders.

The State of the usTLD: From Strength to Strength

An early industry pioneer, Neustar has played a role in the growth and development of nearly every aspect of the domain name space since 2001. During our stewardship of the usTLD, Neustar has guided its evolution from Jon Postel's early experiment in "deep hierarchy," confined entirely to a highly nested locality-based structure, into an acknowledged and successful model of country code TLD management, delivering a safe, reliable namespace in a policy-rich environment, designed to safeguard and promote the public interest.

Neustar has:

- A track record of 17 years of proven experience as the successful steward of the usTLD namespace. A "born American" history, with Registry systems, operations, data, security, policy management, and key personnel in the United States.

- Delivered security, stability and performance to the usTLD by continually investing in innovation and technical improvement, including a full upgrade of Registry technology in 2017 and numerous DNS and DDoS innovations.

- A unique understanding of the usTLD namespace gained through careful management of usTLD-specific policies and procedures and close attention to the legacy hierarchical locality space. We have never acted as a commercial Registrar in the usTLD namespace.

- Demonstrated its commitment to grow the usTLD by consistently going beyond the contract to implement direct marketing investments and responsible fee reductions in order to foster the wider adoption of the usTLD through enhanced channel promotion and positioning.

- Delivered proven systems and processes underpinning the stable operation of the usTLD.

- Provided a proposal offering the best value to the United States Government by: a commitment to enhance our already stellar service; supporting the usTLD with the expertise of our industry-leading team; provision of a forward-looking pricing model; and a compelling vision for the future.

Use or disclosure of data and information contained on this sheet is subject to the restriction on the title page of this proposal.

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Neustar: A Track Record of Exceptional Performance

For 17 years Neustar has proudly served side by side with the United States Department of Commerce (DOC), working in close partnership with the National Telecommunications and Information Administration (NTIA), to administer the usTLD, ensuring the stability, security and reliability of its robust infrastructure; the consistency of usTLD policy administration; the integrity of usTLD registrant data; and the steady growth of awareness, registrations and use of .us domain names. As a digital asset representing the United States, Neustar believes that the usTLD is a special and unique public resource.

As the Administrator of the usTLD since 2001, Neustar has safely and responsibly grown the second level namespace to more than 2 million domain names under management. Since the start of the last contract term five years ago, the domain name system has undergone massive change, including a five-fold increase in the number of TLDs. Despite operating in a far more competitive and complex market, Neustar has grown the number of .us domain names under management by 15% since 2014. This represents a 4.4% compound annual growth rate (CAGR) for the usTLD, higher than the 3.6% average growth rate for the .com and .net TLDs.

A Distinctly American Company

Founded in the United States and headquartered in Sterling, Virginia, Neustar is proud to serve as the usTLD Administrator – safeguarding critical American digital infrastructure with the highest levels of security, proven and continuous in-country deployment of world-class technology, and an ongoing commitment to the healthy and responsible growth of the usTLD.

Our headquarters and Registry operations are based in the United States, as are our primary data centers for the Registry services and operations that underpin the usTLD. Over the years, the benefit of proximity has allowed Neustar staff to visit the DOC/NTIA offices countless times, even at very short notice when required.

We strongly encourage the DOC/NTIA to visit our headquarters, assess our physical premises first hand and meet with our Registry leadership team on site. We believe that a site visit will be a defining factor to help the DOC/NTIA to effectively distinguish among potential providers.

A Global Leader in the Provision of Registry and DNS Services

Over the past two decades, Neustar has carved out an enviable reputation as a leader in the global Internet community. Not only are we the world's largest Registry provider by volume of TLDs; our DNS and DDoS security business are among the largest and most well-respected in the industry. Having both a Registry and Security business gives Neustar the operating scale and leverage to make substantial investments in infrastructure, cyber-security, marketing and innovation that directly benefit the usTLD and the United States Internet community.

Among other accomplishments, Neustar:

- Manages over 14 million domain names on our state-of-the-art Registry platform;
- Has the largest DDoS mitigation network in the world with our always-on cloud-based DDoS protection, boasting 10Tbps of capacity;

- Is a leading global DNS service provider, serving authoritative DNS for 1.7 million zones with 34 billion global queries per day, through 30 global nodes;

- Has a dedicated Security Operations Center with a 24/7 expert team supported by proprietary threat intelligence capabilities;

- Invests in an industry leading team of 300 people across functions dedicated to the Registry and Security infrastructures; and

- Provides Registry services to 280 TLDs and DNS services to 600 TLDs, including world leading brands like Netflix, Citibank and Nike, to name a few.

Neustar is the only Registry service provider to combine the latest Registry technology, recognized expertise in Registry operations, in-depth knowledge of DNS policy issues and processes, globally recognized cybersecurity expertise and infrastructure.

Neustar: Delivering Security, Stability and Performance

Neustar is committed to ensuring that the usTLD consistently demonstrates the highest standards of technical and operational excellence. We successfully leverage best-in-breed, enterprise-grade technology to enable the millions of people who count on the usTLD for Internet commerce and communications to seamlessly connect, interact and transact online, with the highest levels of security, stability, reliability and performance.

Best Practice Performance and Stability

As the incumbent, Neustar already has in place a well-established, tried and tested Registry infrastructure, including software, hardware, personnel, and processes all based within the United States. Our world's-best-practice Registry service was designed to meet or exceed all technical specifications and service levels. Our exemplary service-level, uptime and performance ensures the stability of the usTLD and serves to promote trust in the stability of the namespace.

Neustar's comprehensive security program, unblemished security track record, and continual improvement efforts for the usTLD have and will continue to serve to enhance trust. These results will be further boosted by the new and innovative initiatives outlined in Section 8 – 'Enhanced usTLD Functions'.

Dedicated Registry Security

Neustar has extensive experience and history of operating and securing critical national infrastructure for domain name Registry and DNS systems. To ensure that the usTLD is protected at all levels, Neustar has implemented numerous "front-of-house" policies, procedures and processes that can be seen by end-users, and many "back-of-house" measures to ensure the ongoing security of the usTLD.

Neustar implemented a purpose-built information security program, specifically designed for our domain name Registry. Industry standard networking components such as firewalls, routers, DDoS protection and intrusion detection devices have been deployed across the

infrastructure, with the aim of implementing an impenetrable, multi-layered, defense-in-depth, security solution. As mentioned, Neustar also has the largest DDoS mitigation network in the world, with over 10Tbps capacity.

The Registry is supported by both our Security and Network Operations Centers (SOC and NOC) in Sterling, Virginia, staffed by our highly trained team of close to 30 people and with access to our 24/7 proprietary threat intelligence platform with an additional 35 people. Neustar employs comprehensive monitoring of Registry architecture, using an extensive suite of real-time monitoring tools that immediately alert the team to potential performance and availability problems, capture and record usage metrics, and support extensive trend analysis and capacity planning.

Information security is a core part of our DNA and our business – we understand the critical nature of what we do and the fact that our nation can be impacted significantly if there is a failure to protect the confidentiality, integrity or availability of the Registry system and the data it contains.

Registry Threat Mitigation

As the Administrator of the usTLD, nothing is more important to Neustar than maintaining its reputation as one of the safest and most trusted TLDs in the world. Our innovative Registry Threat Mitigation Service is designed to detect, investigate and mitigate many forms of abusive domain name activities proactively, including phishing, pharming, malware distribution, exploit hosting, fast flux hosting, spam and botnets.

Neustar maintains deep relationships with key law enforcement and DNS security communities to investigate bad actors, mitigate the threat of abuse, and keep the usTLD space safe and secure.

Neustar: A Unique Understanding of the usTLD Namespace

The usTLD is not just another domain name Registry. Its structure and policy requirements are unique and require specialized knowledge and technical skills that few if any other Registry providers can claim to have. Neustar is the only respondent with direct experience in the administration of usTLD-specific policies and procedures, including in particular the legacy hierarchical locality space, the kids.us namespace, the WHOIS accuracy program and more.

No additional education, training and oversight from the DOC/NTIA will be required for Neustar to effectively assume these critical responsibilities. We already earned the trust of each and every locality operator and will have no down time related to building the kinds of working relationships needed to ensure continued support for registrants in the legacy locality space.

Stakeholder Engagement

In 2013 NTIA issued a challenge to operate the usTLD effectively as a multistakeholder endeavor, with the support and engagement of both internal and external stakeholders. Neustar rose to this challenge, engaging individual and organizational stakeholders, including domain name organizations, United States Government sectors, consumer groups, technology

and Internet-based organizations (both local and international), corporate enterprise, Registrars, resellers, registrants, and United States-based and global business and Internet users.

Neustar actively consults with the usTLD stakeholder community and participates in multistakeholder processes for the growth and management of the usTLD. By establishing the usTLD Stakeholder Council in 2014, Neustar created an additional avenue for stakeholder communication and participation. We work collaboratively with the usTLD Stakeholder Council through the multistakeholder policy process, including annual "virtual town halls," to identify and respond to the needs and desires of the broader usTLD community and of the United States Government. We have performed this role proudly, seamlessly and without incident.

Locality Structure

Unlike any other TLD, the usTLD has nearly 12,000 deeply hierarchical locality-based domains under management. The administration of the locality-based structure is highly personal, complex, and labor-intensive. One of Neustar's first tasks upon becoming the usTLD Administrator in 2001 was to understand the locality space, identify and document the largely unwritten relationships between the Registry and Delegated Managers, and to develop policies, procedures, and rules to govern the space. Neustar's administration of the usTLD guarantees uninterrupted administrative, operational and technical support excellence of the usTLD locality-based structure.

Neustar has developed strong relationships with Delegated Managers and is committed to further enhance our proprietary Delegated Manager tools to provide even greater functionality and security to locality customers. In July of 2018, Neustar introduced the ".US Locality Tool Sub-Committee" to ensure the continued modernization of existing locality tools, working with Mr. Bryan Britt as the Delegated Manager representative from the Council.

Kids.us Namespace

Neustar has demonstrated expertise in developing and deploying the policies, procedures and enforcement mechanisms mandated by Congress for the kids.us namespace. Neustar places a high priority on addressing the safety and educational needs of children.

We regularly evaluate the viability of Congressionally-mandated use of the kids.us space, including through blue-ribbon panels consisting of online child safety and digital literacy experts, and propose to take a fresh look at this space, along with the usTLD Stakeholder Council, in 2019. We are also committed to investing in additional STEM education and digital literacy programs to increase the value of the second level usTLD space for kids.

Registrar Neutrality

Neustar is committed to preserving our neutral status, which we take very seriously, and as such we do not serve as a commercial Registrar in the second level usTLD space. By complying with vertical integration restrictions, we promote greater competition in the market.

Neustar: A Proven Commitment to Invest in Growth

Neustar has provided exceptional service in the administration and operation of the usTLD at no cost to the United States Government since 2001. During this time, Neustar has grown the usTLD to over 2 million domain names by investing heavily in innovative consumer and channel marketing and relentlessly maintaining the security and performance of the usTLD.

We are committed to the continued growth and utilization of the usTLD, and as such, we will not only continue to invest heavily in these areas – we commit to substantially increase our investments in 2019 and beyond.

Marketing and Channel

Neustar is the industry leader in TLD marketing and community development, having launched and developed many of the world's most well-respected TLD brands, including .co, .nyc, and of course, the usTLD. Neustar's Registry Marketing Team includes 12 employees dedicated to promoting the awareness, community development and channel positioning of the TLDs we operate. Our award-winning marketing team is responsible for many of the most innovative marketing, branding and promotional campaigns in the industry.

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██ These marketing investments, in tandem with targeted fee reductions for Registrars, have allowed Neustar to create a well-recognized brand for the usTLD that is now amplified through preferred positioning at all major Registrars in the United States.

For more information on our industry-leading marketing, see Section 4.7 – 'Promotion of the usTLD'.

Performance and Reliability

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████████████████████████████████████ These investments included, as mentioned earlier, the global redeployment of our DNS constellation of 30 nodes and upgrading from 1.1Tbps to 10Tbps of DDoS mitigation capacity, delivering the performance and reliability needed to make domain name resolution faster and more reliable for usTLD and end-users.

To further illustrate our commitment to the Registry and DNS/DDoS space, in October 2018 Neustar announced the acquisition of Verisign's DNS and DDoS businesses, significantly expanding the size and scale of our existing business and increasing our operating leverage.

Cyber-security

Neustar is fully committed to remaining at the leading edge of cyber-security, launching a host of new products, capacity and innovation in the space to counter the malicious actors that continuously attempt to attack critical internet infrastructure. ████████████████████ ██ ██ ██ ██ ███

Neustar: Guaranteed High Performance with No Transition Risk

Neustar is competing for this award based on our proven track record and our demonstrated and enforceable commitment to continuous improvement. We do not rest our proposal on our incumbency, though it is of course prudent for the DOC/NTIA to consider the supplier transition risks of a potential change to the Registry system and corresponding DNS services.

While there is growing experience with TLD transitions, any transition introduces some risk of negatively impacting service for Registrars and potentially millions of end-users. The policy-rich structure of the usTLD as well as the existence of the legacy locality space also gives rise to unique transition challenges.

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Neustar: Providing the Best Value Proposal

As detailed in our proposal, we are committed to providing the best value to the DOC/NTIA. Our 17 years of proven results on behalf of the usTLD, our demonstrated and documented commitment to continuous improvement, and our past performance for hundreds of other TLDs, including in particular, .co, .nyc, and .melbourne, demonstrate that no other provider has the depth of offering, skill sets and proven expertise of Neustar.

A Commitment to Enhancing our Service

For the next contract term, Neustar commits to not only maintaining and enhancing the reliable, scalable, secure, and neutrally-administered service on which the United States

Internet community already relies; but also to provide a host of innovative new solutions and product enhancements to address our stakeholders most critical strategic priorities. These enhancements are outlined in Section 8 – 'Enhanced usTLD Functions'.

We further commit to engage proactively with the usTLD stakeholder community to identify new priorities and enhancements as well as emerging threats throughout the term of the contract.

An Industry Leading Team

Our team includes some of the world's foremost leaders and experts in Registry, DNS, internet security and domain marketing. Our contribution to the betterment of the industry and sharing our wealth of experience in the administration of the usTLD is demonstrated by our firm commitment to technical and policy development, our ongoing stakeholder support, and our participation in the activities of regional and global Internet coordinating bodies.

Our team of leaders are actively involved in upward of 20 Internet governance and security groups around the world – in many cases holding prominent leadership positions.

The Neustar team provides a powerful asset to the DOC/NTIA and will offer the necessary thought leadership to help propel the usTLD through its next phase of growth. See Section 16 – 'Management Plan' for more information on our industry-leading team.

A Forward-looking Pricing Model

The maximum wholesale fee to Registrars of $6.00 for a usTLD second-level domain name has only changed once over the last decade with the addition of the usTLD Stakeholder Council Fee of $0.50 per domain name per year introduced in 2014.

A Compelling Vision for the Future

Neustar has a compelling vision for the future of the usTLD informed by past successes as well as valuable lessons learned; and we have the experience, passion and knowledge to deliver on that vision.

Our vision is to ensure that the usTLD embodies the American dream, providing a trusted, stable, and secure namespace for all Americans, fostering economic growth and innovation, and preparing the next generation of Americans for leadership in the global digital economy.

"The Story of .US", our most recent marketing campaign, seeks to capture and share our vision for the usTLD with current and future .us registrants in a mini-video documentary format. We encourage the DOC/NTIA to view the multi-video campaign at the following link: www.about.us/whos-on-us

Under Neustar's leadership, the usTLD has evolved into an acknowledged model of TLD management, delivering a safe, reliable, and policy-rich name space operating in the public interest. We are the only provider that has the technical capabilities, demonstrated experience and skill sets required to successfully administer the usTLD, and look forward to delivering continued proven excellence for the usTLD.

Neustar's Response

Technical Capability Factors

Item	Requirement	Comply	Note / Reference
1.	Offeror's jurisdiction in which the company is incorporated and the physical address(es) of all locations at which any primary operations and systems are or will be located in performance of this requirement. Offerors not incorporated and/or not performing all registry services within the United States will be eliminated from further consideration.	Yes	Please see: • Section 3.1 – 'Manage, Maintain, and Operate the usTLD' • Section 3.2 – 'Location of Primary Operations'
2.	Demonstrated clear, concise, and accurate, in written narrative form, the Offeror's understanding of the current state of the usTLD domain space.	Yes	Please see: • Section 1 – 'Introduction' • Section16.1 – 'State of the usTLD'
3.	Detailed narrative describing the Offeror's overall vision for future management of the usTLD, including how the Offeror proposes to make the usTLD more attractive and useful to United States Internet users and the Offeror's expectations for the number of potential usTLD registrants.	Yes	Please see: • Section 1.4 – 'Neustar's Overall Vision for Future Management of usTLD' • Section 2.3 – 'Increased Use of the usTLD' • Section 4.7 – 'Promotion of the usTLD' • Section 4.7.19 – 'Marketing, Promotion and Partnerships for the Next Contract Term'
4.	Description of how the Offeror will satisfy the requirements listed in Section C (SOW) of this solicitation including each of the individual requirements described in the "Description of Services" in Section C.3 of the SOW. (In the event that the provision of the required services will be accomplished through coordinating the resources and services provided by entities other than the prime Contractor, the quotation must explicitly indicate how the Contractor will ensure that the "Contractor Requirements" will be fulfilled.)	Yes	Please see: • Section 2 – 'Scope of Services' • Section 3 – 'Description of Services' • Section 4 – 'Core Registry Functions' • Section 5 – 'Core Policy Requirements' • Section 6 – 'Locality Based usTLD Structure Functions' • Section 7 – 'Second-Level usTLD Space Functions' • Section 8 – 'Enhanced usTLD Functions' • Section 9 – 'Kids.us Second Level Domain Functions' • Section 10 – 'License to Use usTLD and kids.us Promotional Marks' • Section 11 – 'Conflict of Interest Requirements' • Section 12 – 'Security Requirements' • Section 13 – 'Reporting Requirements' • Section 14 – 'Inspection and Acceptance' • Section 15 – 'Transition to Successor Contractor'

Item	Requirement	Comply	Note / Reference
5.	Provided written policies (including implementation details) that the Offeror proposes to follow, as Contractor, to fulfill the requirements of this acquisition. Including:	Yes	Please see: • Section 4.14 – 'Multistakeholder Consultation'
5. (a)	Strategy to develop and implement a process using the multi-stakeholder approach to facilitate consultation with stakeholders to propose, comment and provide input into the management of the usTLD, including policy development (see C.1.7). The Offeror should include:	Yes	Please see: • Section 4.14 – 'Multistakeholder Consultation'
5. (a) (1)	An initial (representative, non-exhaustive) list of policies and requirements the Offeror anticipates could be addressed by the multistakeholder process.	Yes	
5. (a) (2)	A description of how the Offeror and community would document that a transparent and accountable multistakeholder process was followed prior to the Contractor presenting any proposed policy and/or requirement amendments to the community and DOC for review and approval.	Yes	
5. (a) (3)	A description of how the Offeror proposes to encourage participation of the usTLD stakeholder community (as described in C.1.7) and any other interested parties in the multistakeholder process.	Yes	
5. (a) (4)	A description of the Offeror's proposed criteria and/or milestones for evaluating its progress towards implementing a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7). (These criteria and/or milestones may be specific or general but must allow for effective evaluation of the Contractor's implementation of this requirement. For example, the proposed description may include terms such as, creation of a community webpage, outreach event, etc.).	Yes	

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Item	Requirement	Comply	Note / Reference
5. (a) (5)	A description of how the Offeror will consider and incorporate the requirements of this solicitation in the development, implementation, and execution of a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7). The Offeror should note that, in accordance with the requirements of this solicitation (see C.3.2.2) DOC retains the authority to not approve any new proposals arising from this process if the proposed policy is found to be in conflict with U.S. law, regulation or policy, in conflict with other requirements stipulated in the SOW, outside the scope of the SOW, or in any way jeopardize the security and stability of the usTLD. The Contractor shall submit its recommendations to the COR and Contracting Officer. Any proposed policy changes require approval of the Contracting Officer prior to implementation, which will not be unreasonably withheld (see C.3.2.2).	Yes	
5. (a) (6)	In making its recommendations, the Contractor shall also take into account the relevant U.S. frameworks and applicable laws of the jurisdiction that the TLD registry serves.	Yes	Please see: • Section 4.14 – 'Multistakeholder Consultation'
5. (b)	Strategy to implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from "cybersquatting" applicable to the usTLD. The Offer may base such a policy on other existing Uniform Domain Name Dispute Resolution Procedures and modify it as necessary to make such policy applicable to the usTLD specifically. Offeror should propose any necessary modifications.	Yes	Please see: • Section 5.3 – 'Dispute Resolution and Sunrise'
5. (c)	Strategy to implement and enforce the United States nexus requirement intended to preserve the usTLD for use by the community of United States Internet users.	Yes	Please see: • Section 5.1 – 'United States Nexus Requirements'
5. (d)	Strategy to maintain and manage the permanent reservations list and reservations registration system.	Yes	Please see: • Section 5.6.3 – 'Reserved Domain Names'

Item	Requirement	Comply	Note / Reference
5. (d) (1)	Processes to modify and update the management of the permanent reservations list to include, at a minimum, proposed processes for the release of certain names where appropriate and proposed processes that would allow for operators of reserved names to transfer their names to accredited .us registrars other than the Contractor if they choose.	Yes	Please see: ▪ Section 5.6.3 – 'Reserved Domain Names'
5. (d) (2)	Strategy to operate certain reserved list domains that present an opportunity for development of high value tools for the benefit of the American Internet community (e.g., .vote, .parks, U.S. zip codes).	Yes	Please see: ▪ Section 5.6.3 – 'Reserved Domain Names'
5. (e)	Proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for organizing the locality-based usTLD space, and for developing the expanded usTLD space.	Yes	Please see: ▪ Section 6 – 'Locality Based usTLD Structure Functions'
5. (f)	Proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for developing enhanced usTLD functions.	Yes	Please see: ▪ Section 8 – 'Enhanced usTLD Functions'
5. (g)	Proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for rejuvenating and developing the kids.us domain while taking into account the conditions for operation of kids.us as stipulated in the Dot Kids Act (as referenced in C.1.6).	Yes	Please see: ▪ Section 9 – 'Kids.us Second Level Domain Functions'
5. (h)	Proposed additional policies, procedures, or programs that address other considerations than those listed above that the Offeror considers relevant to its quotation.	Yes	Please see: ▪ Section 5 – 'Core Policy Requirements'
6.	Relative to the SOW requirement for the development of a database of usTLD delegated managers, and the development of registrant WHOIS databases (both for the locality-based usTLD structure and the second-level usTLD space), the strategy for collecting the necessary information and the technical and operational specifications of the databases.	Yes	Please see: ▪ Section 4.3 – 'WHOIS'

Item	Requirement	Comply	Note / Reference
7.	Proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and usTLD delegated managers (which shall include "flow through" registration agreements to be used by locality-based usTLD registrants) considered necessary to ensure the stable operation of the locality-based usTLD structure and implement necessary policies. Note: The content of the final version of all such contract(s) must be approved by the Contracting Officer before use by the Contractor in performance of the resultant purchase order.	Yes	Please see: ▪ Appendix D – 'usTLD Agreements'
8.	Proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and second-level usTLD registrars to ensure the stable operation of the second-level usTLD space and implement the necessary policies (which shall include shared registration system license agreements, registrar accreditation agreements, and registrant agreements). Note: The content of the final version of all such contract(s) must be approved by the Contracting Officer before those contract(s) may be used by the Contractor in performance of the resultant purchase order.	Yes	Please see: ▪ Appendix D – 'usTLD Agreements'
9.	Proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and kids.us registrars to ensure use of the kids.us domain complies with the Contractor's standards and requirements for the domain.	N/A	
10.	The management plan for performing this requirement, including organizational structure/chart, key personnel roles, infrastructure, ability to provide technical resources and expertise and number of employees who will be allocated to performing this requirement.	Yes	Please see: ▪ Section 16 – 'Management Plan'
11.	The recruitment and retention plan for maintaining a skilled workforce to perform this requirement.	Yes	Please see: ▪ Section 16.4 – 'Ability to Recruit Staff and Train Employees for the usTLD'
12.	The resume(s) of key personnel (including education and experience credentials) that would perform and/or manage the requirements of this acquisition.	Yes	Please see: ▪ Appendix B – 'Resumes'
13.	Proposed services or functions, if any, the Offeror proposes to perform as part of usTLD management in addition to those listed in the SOW.	Yes	Please see: ▪ Section 8 – 'Enhanced usTLD Functions'

Item	Requirement	Comply	Note / Reference
14.	Proposed mechanisms and community outreach for coordinating the current locality-based usTLD users and the mechanism by which the public can recommend, comment, on or discuss policies or procedures for the usTLD.	Yes	Please see: ▪ Section 6.4 – 'Coordination of Locality Based usTLD Users'
15.	In the event of any future expansion of the usTLD space, address the following considerations (a-f, inclusive) in the description of the registration process:	-	
15. (a)	How the Offeror proposes to address the potential initial "rush" for registrations as developments in the expanded usTLD space may necessitate;	Yes	Please see: ▪ Section 5.3.3.2 – 'Future use of the Sunrise for New Third-Level Domain Spaces'
15. (b)	Describe the proposed application process for potential registrants;	Yes	Please see: ▪ Section 5.3.3.2 – 'Future use of the Sunrise for New Third-Level Domain Spaces'
15. (c)	Describe the proposed mechanisms for ensuring that registrants meet registration requirements;	Yes	Please see: ▪ Section 5.3.3.2 – 'Future use of the Sunrise for New Third-Level Domain Spaces'
15. (d)	Describe any proposed appeal process that could be used by the applicant as a result of Contractor denial of registration;	Yes	Please see: ▪ Section 5.3.3.2 – 'Future use of the Sunrise for New Third-Level Domain Spaces'
15. (e)	Describe any proposed procedure that would permit third parties to seek cancellation of a registration for failure to comply with restrictions imposed by the Contractor; and	Yes	Please see: ▪ Section 5.3.3.2 – 'Future use of the Sunrise for New Third-Level Domain Spaces'
15. (f)	How the Offerors will design and implement the "Sunrise Policy" that permits qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the opening of the expanded usTLD space to wider registration, as developments in that space may necessitate.	Yes	Please see: ▪ Section 5.3.3 – 'The usTLD Sunrise Policy'
16.	Strategy for funding the requirements of this acquisition at no cost to the United States Government.	Yes	Please see: ▪ Section 17 – 'Financial Plans'
17.	The project/estimate and explain annual Contractor costs for this acquisition in such a way to permit the Government to match those costs to specific SOW Contractor Requirements.	Yes	Please see: ▪ Section 17 – 'Financial Plans'

Item	Requirement	Comply	Note / Reference
18.	The financial plans, including, if appropriate, the manner in which fees levied for services rendered by the Contractor would be derived, considering cost plus a fair and reasonable profit.	Yes	Please see: • Section 17 – 'Financial Plans'
19.	The Conflict of Interest Policy. The Offeror's Conflict of Interest Policy must detail the company's proactive steps for preventing Conflicts of Interest.	Yes	Please see: • Section 11 – 'Conflict of Interest Requirements'
20.	The technical facilities, equipment, software, hardware, and related technology that the Offeror would use to meet the requirements of this acquisition.	Yes	Please see: • Section 4 – 'Core Registry Functions'
21.	The transition methodology, timeline and infrastructure to support the existing .us registrations from the incumbent to ensure a seamless transition and avoid loss of data.	Yes	Please see: • Section 15 – 'Transition to a Successor Contractor'

1 Introduction

Neustar is a proven world leader and industry pioneer in the delivery of domain name Registry and DNS services. Over the past two decades, we have played a defining role in the growth and evolution of nearly every aspect of the global domain name space. Today, we are proud to say that Neustar is the world's largest Registry services provider, with experience in successfully launching, managing and growing hundreds of the world's most dynamic TLDs.

Neustar is an industry leader, launching and managing some of the most successful ccTLDs and serving as the Administrator overseeing the technology, policy, marketing, and security for these national infrastructures.

Neustar is by far the best-suited Registry service provider to manage and responsibly grow the usTLD in the future. Our technical expertise, platform flexibility and culture of innovation – combined with an in-depth understanding of the distinct features of the policy-rich usTLD, such as the Stakeholder Council and the locality-based space – make Neustar uniquely qualified to continue administering the usTLD in the public interest.

1.1 The State of the usTLD is Secure

As the steward of the usTLD namespace for 17 years, Neustar has been committed to ensuring that the usTLD consistently demonstrates the highest standards of technical and operational excellence. We leverage best-in-breed, enterprise-grade technology to enable the millions of people who count on the usTLD for Internet commerce and communications every day to seamlessly connect, interact and transact online with the highest levels of security, stability, reliability and performance.

Throughout the contract term, Neustar has demonstrated an exceptional understanding of the unique technical, operational, policy, security needs and requirements of the usTLD. The structure of the usTLD namespace is like no other domain name space – there is both a traditional second-level registration space and a deeply hierarchical locality-based namespace. Neustar places great emphasis on the promotion and increased awareness of the usTLD in the second-level space while nurturing the locality-based namespace and maintaining our commitment to ensuring the highest of service levels. Registrants in both the second-level namespace and the locality-based space are the beneficiaries of this promotion and increased awareness that ultimately creates a cleaner, safer, environment to grow their businesses, foster their ideas, and express themselves online.

Neustar is proud to say that the steady growth of the usTLD is the result of the massive uptick in promotion and awareness over the past five years. ███████████████████████████ ███ ███ ███ █████████████████████████████████

Neustar has consistently met or exceeded all contract requirements and service level measures. For the next contract term, Neustar commits not only to sustaining and enhancing the reliable, scalable, secure, and neutrally-administered service for the usTLD on which the United States Internet community relies, but also to delivering a comprehensive series of product innovations and service level enhancements designed to address the most critical strategic priorities of the usTLD stakeholder community.

Please see Section 16.1 – 'State of the usTLD' for a full description of the current state of the usTLD namespace.

1.2   Neustar Provides the Best Value for the usTLD

Neustar is committed to "delivering beyond the contract" – and will continue to exceed the needs and requirements that are detailed in the Solicitation on many fronts, to provide the best possible value to the United States Government for the benefit of the usTLD. This is demonstrated by:

- Neustar recently implemented a substantial technology upgrade to the usTLD Registry system;

- Neustar invests millions of dollars to market and promote the growth of the usTLD;

- Neustar invests time, resources and talent to support digital literacy for kids and communities;

- Neustar offers unique technical knowledge and usTLD specific expertise;

- Neustar maintains the highest level of integrity for the usTLD namespace through our innovative, industry-leading security and abuse prevention; and

- Neustar, as the creator of the usTLD Stakeholder Council, is uniquely qualified to continue facilitating and supporting multistakeholder participation in the usTLD.

Neustar recently implemented a substantial technology upgrade to the usTLD Registry system

In September 2017, Neustar completed a massive technology upgrade of the systems that underpin the usTLD, providing an unparalleled made-to-measure approach to Registry service delivery, investing millions of dollars to deliver a technology platform that is the most feature-rich and configurable on the market. While the usTLD was operating without issue, providing a stellar experience on the previous platform, Neustar committed the time, talent and financial resources necessary to upgrade the platform as part of our commitment to continuous improvement. The upgrade included, among other things, a data center migration and software upgrade for the usTLD and all sub-zones, including the locality space.

The upgraded platform is designed to allow new software upgrades to be completed online. This is a substantial improvement and updates can be performed with no interruption or downtime required for Registry services. On top of this, newly acquired and updated hardware and software will allow Neustar to access all the latest security patches, which vendors release regularly, to guard against the constantly evolving cyber-attacks the industry.

Neustar went above and beyond the requirements of the contract to improve Registrar experience, enhance administrative control by usTLD administrators, and further fortify Registry security. Our upgraded Registry platform guarantees the very highest levels of stability, security, reliability and performance for the usTLD. More information about the Registry upgrade is provided in Section 8.2.4 – 'Registry Technology Migration'.

For the next contract term, we commit to not only maintain these high service levels, but to continue to collect feedback from our stakeholders on an ongoing basis and to deliver service enhancements and upgrades designed to address their most critical strategic priorities.

Neustar invests millions of dollars to market and promote the growth of the usTLD

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██ These funds have been used to build and grow the usTLD brand into one of the world's most trusted and recognized – a TLD synonymous with security, community and trust. Through a combination of initiatives, from consumer marketing and channel marketing, to content marketing, video marketing, strategic partnerships and social media – our ongoing marketing and promotional efforts on behalf of the usTLD are broad and diverse. We are proud to say that the usTLD has grown to well over 2 million domain names under management.

In the next contract term we are committed to deploying a host of innovative marketing and promotional efforts that will ensure for the continued sustainable growth, use and development of the usTLD. Toward this end, during the next contract term, ████████, in partnership with our more than 223 accredited Registrar partners, to ensure for a multifaceted and robust growth strategy.

██ Please see Section 4.7.19 – 'Marketing, Promotion and Partnerships for the Next Contract Term' for information on how this increased marketing investment will be utilized.

Neustar invests time, resources and talent to support digital literacy for kids and communities

While the kids.us namespace has been suspended by the Department of Commerce, Neustar's commitment to educate, inspire and protect children was never suspended. Neustar is committed to building the usTLD namespace in a manner that supports the online needs of children and embraces the objective of the Dot Kids Act to provide educational and informational opportunities for children to safely use the Internet.

During the past five years, Neustar has launched and supported a host of community initiatives in an effort to help inspire and educate kids of every age to become responsible digital citizens who understand how to harness the power of technology in their lives and careers. And, we are committed to doing even more in the next contract term, including, among other things, working with the usTLD Stakeholder Council to reconsider whether and to what extent to rejuvenate the kids.us namespace.

Neustar offers unique technical knowledge and usTLD specific expertise

Neustar has the depth of experience and knowledge to meet the unique critical technical, operational, policy, security and business needs of the usTLD, including, among other things:

- The hierarchical locality space, with its complex rules and unique requirements;

- The second-level usTLD space, including the accreditation of Registrars and dispute resolution providers; and

- Reserved names, including those reserved to protect important local and national naming resources (for further details see Section 5.6.3 – 'Reserved Domain Names').

In each of these areas, our Registry services support predictable, equitable, transparent and reliable domain name registration and resolution. Neustar is uniquely experienced, having developed and tested all the Registry systems and sub-systems needed to operate the usTLD with the community.

Neustar has the direct experience in the administration of the unique, critical and highly visible policies and protocols necessary for the operation of the usTLD. Neustar will not require significant education, training and oversight from the Department of Commerce to assume these critical responsibilities, with no guarantee of reliable implementation.

Neustar maintains the highest level of integrity for the usTLD namespace through our innovative, industry-leading security and abuse prevention

As the Administrator of the usTLD, we have made it our priority to ensure that the usTLD namespace maintains its reputation as one of the safest and most trusted TLDs in the world, which means it must remain clean and free of malicious activity. Neustar has designed and operates the industry's leading anti-abuse threat mitigation service, the Registry Threat Mitigation Service (RTMS). RTMS proactively scans and receives feeds from trusted industry anti-abuse organizations to keep malicious actors out of the usTLD namespace. It identifies bad actors, facilitates investigations and allows Neustar to proactively take action against abusive activity, such as phishing, malware and botnets.

The RTMS for the usTLD includes a highly advanced mitigation process that leverages notifications to Registrars, time limits for actions where appropriate, and domain name takedowns using a Registry-level hold. This process allows the suspension of domain names involved in information security threats, such as phishing, malware distribution and botnet command and control activity.

Based on Neustar's unparalleled experience in the domain name industry and security space, our proprietary process is advanced enough to take action against abusive domain names

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involved in security threats while identifying infrastructure or critical services domains and treating them appropriately. This capability is critical in operating a Registry security service in a ccTLD, where these types of infrastructure domains are frequently registered. Additionally, our investigation process and team are highly developed; our investigation processes have been evolved over many years of operation and our expert investigation team members receive extensive training.

In addition to RTMS, Neustar is committed to continuing to develop our products and services to ensure that the usTLD is able to identify and address bad actors as quickly and efficiently as possible. This is an area where a large investment of time and money is currently being spent by Neustar, and we envisage this will be a major benefit to the usTLD in the upcoming contractual term and beyond.

As nefarious actors and actions evolve within the ever-changing internet landscape, Neustar is leading the industry in developing new tools, systems and processes to address these issues. With several proprietary systems in development, we continue to use leading edge technologies, leveraging machine learning and AI, among others to identify trends, which lead to proactive actions that prevent abuse.

We look forward to continuing to partner with the United States Department of Commerce (DOC) and the National Telecommunications and Information Administration (NTIA) in order to maintain the quality and integrity of the usTLD namespace in the new contractual period.

Neustar, as the creator of the usTLD Stakeholder Council, is uniquely qualified to continue facilitating and supporting multistakeholder participation in the usTLD

In 2014, Neustar conceived of and created an additional avenue for stakeholder communication and participation, establishing the usTLD Stakeholder Council (the Council) to facilitate stakeholder participation in the management of the usTLD, including policy development. Today we have a highly engaged and vibrant Council made up of industry and Internet enthusiasts who are committed to ensuring the namespace can continue to thrive in the current digital landscape.

Among other things, Neustar provides a Secretariat and Manager of Public Participation to support the Council. During the current contract term, Neustar has supported the consideration of a number of policy issues by the Council, including the suspension of the kids.us namespace, the usTLD Premium Domain Name Plan, and the .US Privacy Services Plan. We have also created a subcommittee to provide feedback and assist in the development of our enhanced Locality Management Tool.

During the upcoming contract term, Neustar is proposing the formation of an Innovation, Governance and Security Council Subcommittee as an extension of the usTLD Stakeholder Council focused on responding to industry issues impacting Registry services and fostering innovation in the usTLD.

1.3   Neustar has Significant Strengths as a Registry Provider

Founded in the United States and headquartered in Sterling, Virginia, Neustar is proud to serve as the usTLD Administrator. This service to the United States Internet community is enhanced by the following attributes:

- Neustar is a distinctly American Company;

- Neustar has unparalleled technical and security capabilities;

- Neustar's Registry leadership team boasts unmatched industry credentials;

- Neustar has an extensive Conflicts of Interest Policy

- Neustar is committed to Registrar neutrality; and

- Neustar delivers maximum and absolute accountability to the usTLD community.

Neustar is a distinctly American company

From our foundations as Neustar, Inc. incorporated in the United States nearly twenty years ago, Neustar is an American company. We are headquartered in Sterling, Virginia, and that is where our key human resources, business operations, and technical infrastructure. This includes all key personnel, business processes, and technical operations, including our Network Operations Center (NOC) and Security Operations Center (SOC). All usTLD data and applications will be housed in data centers in the United States and our Registry systems and operations are fully based in the United States. While hardware and software used in our provision of authoritative and recursive DNS and to combat cybersecurity attacks is necessarily global, command and control of these resources – as well as all associated data – remains in the United States. We work closely with the United States Government law enforcement and intelligence agencies to combat abuse. Neustar was born and remains American.

We strongly encourage the DOC/NTIA to visit Neustar's headquarters to assess our physical premises and to meet with the Registry leadership teams on site. We believe a site visit will be one of – if not the most – defining factors that will help the DOC/NTIA to effectively distinguish candidates, and highlight the extraordinary value of Neustar's offering.

Neustar has unparalleled technical and security capabilities

Neustar's services to the usTLD include:

- Neustar's Registry Platform is the state of the art, with unmatched flexibility and configurability;

- Neustar has experience in managing some of the largest and most successful TLDs such as the .co and .us ccTLDs and generic TLDs such as the .club, .cloud and .nyc TLDs.

- Neustar provides services to large brands, representing 35% of Fortune 500 businesses, and also to small businesses and individuals;

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- Neustar is a world-leading DNS service provider, delivering DNS services to over 600 TLDs across 30 global sites, for 1.8 million zones with over 41 billion global queries per day – with zero downtime;

- Neustar manages the largest DDoS mitigation network in the world, with our always-on cloud based DDoS protection boasting 10Tbps of mitigation capacity, which Neustar has increased from 1.1Tbps over the last 12 months; and

- Neustar has dedicated, geographically diverse Security Operations and Network Operations Centers, both with expert teams, supported by proprietary threat intelligence capabilities.

Neustar's Registry leadership team boasts unmatched industry credentials and ICANN expertise

The team of leaders that will be deployed on behalf of the usTLD includes, among other things:

- A current Vice Chair of ICANN's Generic Names Supporting Organization (GNSO) Council;

- An incoming Chair of the Registries Stakeholder Group;

- A 20+ year veteran of the ICANN process, who was elected by the Contracted Parties House to serve on the ICANN Board for a three year term commencing in November 2016;

- A Chair of ICANN's GeoTLD Group;

- A Board Member of the Brand Registry Group;

- A leader of the Conficker Working Group and MAAWG Award winner;

- A member of the Executive Committee of the Internet Governance Forum Support Association;

- A member of ICANN's Security and Stability Advisory Committee (SSAC);

- A member of the At-Large Advisory Committee (ALAC); and

- Participation in over 20 other Internet governance and security groups around the world.

- We bring all of this expertise, and more, to the usTLD.

Neustar has actively led and participated in developing countless governance policies, technical standards and related processes, including:

- The development of the Registration Data Access Protocol (RDAP), ICANN's proposed successor protocol to WHOIS; and

- Implementation of the General Data Protection Regulation (GDPR) compliant service, for our clients who may be impacted by this regulation.

Neustar has an extensive Conflicts of Interest Policy

Neustar has an extensive Conflicts of Interest Policy that describes proactive steps for preventing conflicts of interest as well as the steps Neustar will take to mitigate and to resolve any potential organizational conflicts of interest during the performance of the contract.

Neustar is committed to Registrar neutrality

Neustar is committed to preserving our neutral status, which we take very seriously, and as such we do not serve as a commercial Registrar in the second level usTLD space.

Neustar delivers maximum and absolute accountability to the usTLD community

Given our role as a steward of the usTLD, and the high level of specialized expertise required to provide usTLD services, no material part of Neustar's operation is or will be outsourced to third parties or subcontractors.

While others may use third parties or subcontractors, Neustar will continue to deliver maximum and absolute accountability to the usTLD community by using dedicated in-house resources. Resources with unique industry experience to deliver, among other things, Delegated Manager administration, Registrar accreditation, malicious activity mitigation, customer support, policy administration, reporting, performance monitoring, root cause analysis, and security evaluation.

1.4 Neustar's Overall Vision for Future Management of the usTLD

Throughout our tenure as the usTLD Administrator, Neustar has demonstrated exceptional understanding of the unique needs of the usTLD through our responsive service delivery and proactive enhancement of Registry services. As the incumbent, Neustar has a tried and tested, dedicated deployment of infrastructure and software for our Registry and DNS solutions, guaranteeing we will be able to meet or exceed all of the needs and requirements for the operation of the usTLD as detailed in the Statement of Work.

For the next contract term, Neustar commits to not only maintaining and enhancing the reliable, scalable, secure, and neutrally-administered service on which the United States Internet community already relies – including the various efforts described in the paragraphs above – but also to consistently deliver innovative, new product and service enhancements that are designed to address our stakeholders' most critical strategic priorities.

No provider other than Neustar has the depth or breadth of offering, demonstrated experience and skill sets to deliver guaranteed, proven excellence for the usTLD.

While the needs and priorities of our stakeholders will evolve over time, here are some of the programs and initiatives we are hereby committed to deploy on behalf of the usTLD during the next contract term:

- Neustar will invest more in marketing than ever before;
- Neustar is investing in advanced threat intelligence capabilities;

- Neustar is investing in the future of its DNS and DDoS products;

- Neustar will launch a dramatically enhanced, customized Locality Management Tool;

- Neustar will further enhance our industry-leading abuse prevention and mitigation services;

- Neustar will offer usTLD registrants proactive domain name protection;

- Neustar will further augment our already robust data science, analytics and reporting capabilities; and

- Neustar will continue to strengthen the usTLD multistakeholder processes.

Neustar will invest more in marketing than ever before

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████████████████████ With this investment, we will add substantial value back into the usTLD ecosystem, not only sustaining all of the proven marketing, promotional and partnership efforts we currently deploy – but investing aggressively in new partnerships and creative marketing campaigns that will increase consumer awareness, drive growth in utilization, and increase the number of usTLD registrants.

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Our marketing investment plan is described more fully in Section 4.7.19 – 'Marketing, Promotion and Partnerships for the Next Contract Term'.

Neustar is investing in advanced threat intelligence capabilities

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Neustar is investing in the future of its DNS and DDoS products

As evidenced by our acquisition of Verisign's DNS and DDoS businesses, Neustar is committed to not only expanding, but enhancing our DNS and DDoS offerings. This is also evidenced through our recently completed global redeployment of our DNS constellation of 30 nodes and upgrading from 1.1Tbps to 10Tbps of DDoS mitigation capacity.

Neustar will launch a dramatically enhanced, customized Locality Management Tool

Neustar will add increased functionality not just for Delegated Managers but also for their customers, to be able to manage domain names, nameservers and contacts. For further information see Section 8.3.4 – 'Locality Tool Development'

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Neustar will further enhance our industry-leading abuse prevention and mitigation services

Neustar will include the addition of unique data sources focusing on ransomware and the development of proprietary tools for monitoring domain name registration activity and domain name reputation.

Neustar will offer usTLD registrants proactive domain name protection

Neustar will provide registrants with increased security in the management of their usTLD domain names through domain name monitoring and only allowing updates through a two-factor authentication process.

Neustar will further augment our already robust data science, analytics and reporting capabilities

Neustar will further develop our data science, analytics and reporting to drive more informed marketing campaigns, expose areas of improvement and provide a solid base to aid in the forecasting and operation of the usTLD.

Neustar will continue to strengthen the usTLD multistakeholder processes

Neustar will facilitate consultation with stakeholders to propose, comment on, and provide input into the management of the usTLD, including the formation of an Innovation, Governance and Security Council Subcommittee as an extension of the usTLD Stakeholder Council.

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2   Scope of Services

C.2.1   The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD. The usTLD provides a domain for American business, individuals, and localities and the locus for registering domain names for benefit and service of the Internet community in the United States. As such, the DOC intends the usTLD be available to a wide range of registrants. Accordingly, the Contractor must achieve the following:

2.1   Community Consultation

C.2.1.1   Ensure community consultation on the management of the usTLD space by developing and implementing a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

The usTLD provides a realm for American business, individuals and localities, and the locus for registering domain names for the benefit and service of the Internet community of the United States. For 17 years, Neustar has recognized that the diverse, interconnected United States Internet community is at the very heart of the usTLD – supporting individuals and organizations from different spheres and with different interests and needs to participate alongside one another to build, grow and benefit from the usTLD namespace. In March of 2014, Neustar created a brand new avenue for stakeholder communication and participation – the usTLD Stakeholder Council.

The usTLD Stakeholder Council (the Council) is comprised of industry and Internet enthusiasts all looking to ensure the usTLD namespace remains safe, secure and viable in today's increasingly competitive and complex digital landscape. Using a multistakeholder approach, the Council currently provides regular feedback on usTLD management and may propose policies for the usTLD. The Council serves as an independent forum and mechanism for future development of the usTLD, working directly with critical stakeholders to ultimately guide Neustar to identify public needs and develop policies, programs, and partnerships to address those needs. Wider public community consultation is always posted and subsequently reviewed by the Council with every proposed policy before it is submitted to the Department of Commerce for final consideration.

The multistakeholder approach of the Council has allowed the usTLD to grow and thrive over the current contract period. Multistakeholder participation is open, inclusive, transparent, sustainable, and most of all – effective. Based on collaboration and mutual respect, we are very proud of the accomplishments of the Council to date. We are particularly enthusiastic about strengthening multistakeholder participation in decision-making for the usTLD, building on the processes established by Neustar under the 2014 contract.

Section 4.14 – 'Multistakeholder Consultation' of this response describes:

- Highlights of the usTLD Stakeholder Council;

- The current role of the Council;

- Our proposed vision for the future of the Council; and

- Future multistakeholder engagement plans.

In addition, the Neustar Registry team has actively developed and supported a robust usTLD policy environment and is committed to continuing to evolve and develop policy in response to changing needs of the usTLD community, emerging technology, and cybersecurity challenges. Supplementing this is Neustar's rich understanding of Internet governance, particularly in relation to ICANN's multistakeholder model; this is due, in part, to a dedicated Policy and Compliance team and Security team that actively participates in policy development within the ICANN community. This expertise, built over years of active industry participation, allows Neustar to provide the usTLD with an unmatched level of policy support and multistakeholder growth.

The Neustar Registry team has the world's leading subject matter experts in technology, policy, compliance, marketing and sales on our team. Our leaders are deeply immersed within every facet of the ICANN community and the domain name industry. Neustar employees are also active within a number of working groups and forums, both outside and within ICANN. These employees include, among others, the key personnel listed below. Neustar has also provided the resumes of employees that would be involved in the project delivery in Appendix B – 'Resumes'.

- Becky Burr, Deputy General Counsel and Chief Privacy Officer – Becky has been a thought leader in the domain name industry for over 20 years and has played leadership roles in a number of ICANN Supporting Organizations and Advisory Councils, including the Government Advisory Committee (GAC) and the Country Code Name Supporting Organization (ccNSO) Council. She served as a Work Stream leader in the Cross Community Working Group on Enhancing ICANN Accountability, and now sits on the Board of Directors at ICANN. At Neustar, she is responsible for implementing the company's "privacy by design" program and ensuring that the company maintains state-of-the-art privacy and data security to protect customer and consumer information.

- Rodney Joffe, Senior Vice President and Neustar Technology Fellow – Rodney has been a sought-after cybersecurity expert who, among other notable accomplishments, leads the Conficker Working Group to protect the world from the Conficker worm. Providing guidance and knowledge to organizations from the United States Government to the ICANN, Rodney is a pioneer in the DNS and cybersecurity markets and was the founder of UltraDNS, the largest authoritative DNS service provider. He has been awarded the MAAWG Award for his lifetime achievements in protecting the Internet and its end-users in addition to the FBI's director's award for outstanding cyber-investigations. Rodney was most recently

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presented with the Contribution to Cyber Security Award at the 2018 Computing Security Awards in London.

- Eduardo Santoyo, Vice President Corporate Development – Eduardo is a founding member of the ccNSO, part of the Executive Committee of the Internet Governance Forum Support Association (IGFSA), and a member of the At-Large Advisory Committee (ALAC) and the Latin-American and Caribbean ccTLD Organization (LACTLD) where he previously served as Chair of the Board from May 2012 to June 2018. Eduardo is one of the few people in the world (if not the only) that has been the ccTLD manager for two large TLDs – the .pe and .co ccTLDs.

- Donna Austin, Vice Chair of ICANN's Generic Names Supporting Organization (GNSO) Council, and incoming Registry Stakeholder Group Chair – Donna currently serves as Vice Chair of ICANN's GNSO Council representing the Registry Stakeholder Group, and has been closely involved in a number of efforts, including the development of the next iteration of the Policy Development Process known as PDP 3.0. Previously, Donna worked for ICANN for six years in various roles that included Chief of Staff to the Chief Executive Officer, Manager of Governmental Relations and Manager of Country Name Policy Support. Her achievements at ICANN include supporting the policy and implementation of Internationalized Domain Names (IDNs) and new Top-Level Domains (TLDs). Donna was also pivotal in the development and implementation of the Accountability Framework program, which resulted in many country code Top-Level Domain (ccTLD) operators formalizing their relationship with ICANN.

Our contribution to the betterment of the industry and sharing our wealth of experience in the administration of the usTLD is demonstrated by our firm commitment to policy development, our ongoing stakeholder support and our participation in the activities of regional and global Internet coordinating bodies.

2.2 Robust and Reliable DNS

C.2.1.2 *Ensure that procedures and an accountability framework for delegation and administration of the usTLD support a more robust, certain, and reliable DNS.*

Over the last 17 years, Neustar has overseen the transformation of the usTLD from an engineering experiment in "deep hierarchy" with a legacy of administrative neglect into an acknowledged model of TLD management, delivering a safe, reliable, and policy-rich namespace operating in the public interest. In that time, the usTLD has gone from being entirely confined to the locality-based naming structure with no centralized registration database or WHOIS service, no Registrar sales channel and virtually no policy structure, to emerge as one of the premier ccTLDs.

Neustar is a proven world leader in the delivery of domain name Registry and DNS services – supporting over 280 gTLDs, ccTLDs and brand TLDs. The usTLD has been our flagship TLD for

nearly two decades, and all of our products, technology, and services are purpose-built to fulfill the needs of the usTLD. The core usTLD components are collectively managed by a comprehensive Registry system which is among, and may well be, the most advanced and reliable in the industry.

Key features of the usTLD Registry are:

- Centralized database of all registrations;

- Highly robust and secure DNS infrastructure;

- Publicly accessible WHOIS database;

- A Registry-Registrar model enabling a robust Registrar sales channel;

- An extensive suite of features to support Registrars including reporting tools, a testing environment, secure web-based registration interface, technical support, etc.; and

- A robust and reliable system supported by multiple levels of redundancy, exceeding some of the highest service levels in the industry.

A core component of our successful management of the usTLD has been the development, implementation and enforcement of unique policies and procedures that support a more robust, predictable and reliable DNS. Effective enforcement of the usTLD's unique policy-rich environment contributes significantly to the high quality of the registrations found in the space today. The principle policies and procedures governing the usTLD space today include:

- The usTLD Nexus requirements that ensure that registrants are reliably subject to United States law and the jurisdiction of United States courts;

- A requirement for accurate, reliable and up-to-date WHOIS data backed up by tools and procedures to proactively identify and address inaccurate and/or incomplete data;

- True registrant accountability ensured by a prohibition on private/proxy registrations;

- Locality Delegated Managers must agree to, and abide by, enforceable terms of the Delegated Manager Agreement;

- Locality registrants are subject to the terms of the Locality Registrant Agreement;

- Prohibitions on use of usTLD registrations for malicious, abusive, and/or illegal activity are backed up by sophisticated technology tools to identify and respond to cybersecurity threats;

- Prior to the suspension of the kids.us namespace, all kids.us registrations were required to meet all the guidelines concerning usage and content; and

- An emphasis in security and stability, which lead to improvements like the introduction of DNSSEC, malicious activity monitoring (delivered through the RTMS),

and keeping up to date with recent iterations of existing EPP standards (e.g. RFC 5730, which obsoletes RFC 4930).

2.3   Increased Use of the usTLD

C.2.1.3 *Promote increased use of the usTLD, including kids.us, by the Internet community of the United States (including small businesses, consumers, not-for-profit organizations, and state and local governments), with a residence or bona fide presence in the United States by introducing enhanced technical and other services, disseminating information about the usTLD, and improving registration and customer services.*

Neustar will continue to promote increased use of the usTLD through the introduction of enhanced technology and other services, marketing and promotional efforts, developing partnerships with the Registrars and their resellers, as well as alternate distribution channels.

Neustar is committed to the continued development and sustainable expansion of the usTLD. Since assuming responsibility for the administration of the usTLD in October 2001, Neustar has overseen steady and responsible growth while ensuring the long-term integrity of the namespace. Neustar launched the expanded second-level space in April 2002 and has since increased usTLD second-level registrations from zero to over 2 million names. Over the last five years the compound annual growth rate of the usTLD has been 4.4%, which compares favorably with other established TLDs. A key component of our successful management has been the development, implementation and enforcement of unique usTLD policies and procedures that support the steady, responsible growth of registrations in the second-level expanded space while also ensuring compliance with all required policies and registration procedures.

Equally important to the technical and operational activities, Neustar implemented a variety of promotional, sales, and marketing programs to grow the second-level usTLD, increase visibility, and build usage. These marketing, promotion and sales efforts have proven to be extremely successful and are a key strategic competitive advantage for the usTLD. Our existing marketing and sales efforts, along with our future plans and strategies, are discussed in great detail in Section 4.7 – 'Promotion of the usTLD.'

In addition, Neustar has enhanced services and improved the technology platform for the usTLD legacy locality-based namespace. Launched in September 2017, an upgraded Delegated Manager Tool was designed to provide better support for Delegated Managers and their registrants. The tool was designed to better support Delegated Managers with locality registrations, domain name management, host and contact updates. Following those enhancements, Neustar built a prototype and formed a sub-committee of Delegated Managers led by the Delegated Manager representative from the usTLD Stakeholder Council to further improve locality management with tools and technology to allow individual usTLD locality registrant's direct management of their locality-based usTLD domain names with the oversight

and approval of their Delegated Managers and/or Neustar. Further innovation and input on the upgraded tool will be developed through the next contract term.

As of July 27, 2012, as noted in the Kids.US Amendment and reconfirmed by the recommendations of Kids.us Education Advisory Committee and the usTLD Stakeholder Council and subsequent contract modifications, the kids.us namespace has been suspended and is no longer used as a commercial namespace available to end users. Should the suspension of the kids.us domain be lifted in the future, Neustar has the knowledge and expertise to once again administer the program, in consultation with the community and the DOC, in a manner that suitably provides a safe online environment for children in the modern Internet age. Neustar's efforts to build and grow the kids.us namespace prior to its suspension are discussed in Section 9 – 'Kids.us Second Level Domain Functions'.

2.4   Infrastructure Management

C.2.1.4   *Create a centrally administered and efficiently managed structure that ensures registrant and consumer confidence, and infrastructure stability by coordinating delegations and implementing other appropriate functions.*

Neustar operates a centrally administered and efficiently managed structure that ensures registrant and consumer confidence. Since assuming responsibility for the usTLD in October 2001, Neustar has overseen steady and responsible growth while deploying the technical, administrative, and policy infrastructure necessary to ensure the long-term growth and integrity of the namespace.

In 2001, the usTLD was entirely confined to the locality-based naming structure. There was no centralized registration database, no central WHOIS service, no Registrar sales channel and virtually no policy or contractual structure governing the use of usTLD domain names. Since that time, Neustar has facilitated the transformation of the .us namespace into one of the most trusted ccTLDs on the Internet, with a secure and stable centrally-managed Registry.

Neustar is proactive in monitoring for abuse and malicious activity. Neustar works with the United States Government, international law-enforcement agencies to take down malicious domain names to help keep the usTLD clean. Further information can be found in Section 4.11.1.3 – 'Coordination with Law Enforcement and Industry Groups'.

The core usTLD components are collectively managed by a comprehensive Registry system, which is among the most advanced and reliable in the industry; one which Neustar continually invests in, to ensure stability and security of, and service to the usTLD. Another key component of our successful management of the usTLD has been the development, implementation and enforcement of unique policies and procedures that support a more robust, predictable and reliable DNS. Effective enforcement of the usTLD's unique policy-rich environment, which mandates the highest levels of accountability, contributes significantly to the high quality of the registrations found in the usTLD namespace today.

Neustar's centralized Registry system is not only an integral part of ensuring consumer confidence and trust in the expanded space, but is also essential to the modernization of the locality space. More information on the coordinated functions and activities in the locality space can be found in Section 6 – 'Locality Based usTLD Structure Functions' and Section 8 – 'Enhanced usTLD Functions'.

Neustar also engages extensively with our Registrar channel. This engagement through our account management team, technical liaisons, executive sponsors and Customer Support helps to build Registrar confidence in our management of the usTLD and thus the product that their customer base, registrants, are buying.

2.5   The usTLD Environment: Stable, Secure and Flexible

C.2.1.5   *Create a stable, secure, and flexible usTLD environment that is attractive to both business and individual users; advances and encourages innovation, growth, and use of the space; and that will meet the future demands of potential registrants.*

Over the past 17 years, Neustar has positioned the usTLD as "America's Web Address" – the online home for American businesses, civic and educational organizations, individuals, localities and communities of interest. The usTLD has been positioned to inspire confidence and credibility, and to convey an inherently high American standard of quality. The foundation for this strength stems from Neustar's exceptional delivery of a stable, secure, and scalable infrastructure that has gained the trust and reliance of the United States Internet community.

Neustar is a pioneer in Internet security, providing world-class DNSSEC, DDoS mitigation, and threat mitigation services. Neustar developed, proposed, and deployed sophisticated proprietary tools to prevent, identify, and mitigate the use of usTLD registrations for fraud, online identity theft, phishing, pharming, and email spoofing, including the use of botnets to perpetrate these activities.

Additionally, we have enacted a special protocol for the usTLD, allowing the public to submit WHOIS inaccuracy reports on domains which they have identified as containing incorrect data, including a complete set of processes to handle all requests, from receiving the request to its outcome, which includes contacting the Registrar of record to assume corrective action.

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Any consideration of the above listed features must pass through a strict assessment against the goals of, stability and appropriateness with usTLD and will not be done without consultation with the DOC.

Neustar will continue to operate a highly stable and flexible usTLD environment that can be leveraged to meet the future demands of potential registrants and take advantage of new opportunities and growth. More information on how Neustar promotes awareness and usage of the usTLD can be found in Section 4.7 – 'Promotion of the usTLD'.

2.6   Stability of the usTLD

C.2.1.6   *Ensure continued stability of the usTLD, particularly during transition from the current management structure to the Contractor's proposed structure and to any successor Contractor's structure.*

To transition Registry and DNS services while achievable is a complex process and involves many costs, contingencies and inherent risks. The briefest of service degradations or, worse still, full outages, can have significant and far reaching impacts on United States Internet users, business and individuals alike. Any decision to change the usTLD Administrator involves significant risk, requiring the DOC, Registrars, registrants and the United States Internet community to divert resources to replicate the present service before even beginning to move the usTLD forward. Neustar's continued stewardship of the usTLD offers the best path for building on today's success to focus on future priorities.

The usTLD is both special and unique. To effectively manage and administer the usTLD requires specialized knowledge, unique technology and well-defined and managed policies. For example, Neustar is the only respondent with direct experience in the administration of usTLD-specific policies and procedures needed to meet the critical technical, operational, policy and business needs of the legacy hierarchical locality space. The administration of the locality-based structure is personal, highly complex, and labor-intensive, requiring significant ongoing attention from the usTLD Administrator.

Only Neustar possesses the experience, technology and knowledge needed to manage this unique TLD structure and ensure continuity for the usTLD's earliest registrants. Every other

respondent would require a steep learning curve and technical investment, making a potential transition fraught with risk and disruption for the usTLD.

2.6.1 Maintaining the Policy-rich usTLD

The usTLD is not just another domain name Registry. Its structure and policy requirements are both unique, and require specialized knowledge and technical skills that no other major Registry services provider can claim to have. Neustar is uniquely positioned with expertise gained from 17 years of hands-on experience in operating the usTLD. Every other respondent would require significant education, training and oversight from the DOC/NTIA to assume these critical responsibilities with no guarantee of reliable implementation. It would require a steep learning curve for the successor operator that the United States Internet community could not afford.

Neustar has existing contractual relationships with usTLD accredited Registrars that establish clear and comprehensive parameters for the management of the expanded usTLD space and support robust Registrar requirements based on input from law enforcement, rights holders, consumer advocates and others.

Neustar successfully administers critical usTLD policies, including WHOIS Accuracy, Proxy Registration Prohibition, the United States Nexus requirements, policies on abusive conduct and reserved names. The usTLD WHOIS policy is unique, requiring Neustar to check registration data for accuracy and completeness. Also unique is the usTLD's prohibition on proxy or "private" registrations and the nexus requirements designed to ensure usTLD registrants are reliably subject to United States law and the jurisdiction of United States courts. Neustar has the demonstrated combination of technology, experience and expertise to deliver the high degree of registrant accountability that distinguishes the usTLD from existing TLDs.

Neustar is the only respondent with the demonstrated experience in the administration of usTLD-specific policies and procedures needed to meet the critical technical, operational, policy and business needs of the namespace. Our policies support predictable, equitable, transparent and reliable domain name registration and resolution, backed by best-in-breed, enterprise-grade Registry technology.

2.6.2 Operational Stability and Utility

Since 2001, Neustar has operated the usTLD to world-leading standards, supported by experienced personnel and industry-leading technical capabilities. We have met, and in many cases exceeded, all technical requirements – especially in the areas of security and stability.

Neustar is a driver of best practices in the development and deployment of Registry and related services, investing significant effort into developing innovative technologies and services to improve security, stability, and functionality of services and systems.

Neustar has developed a world's best practice Registry service, demonstrating our commitment to the security and stability of the usTLD by meeting or exceeding all technical specifications and service levels. We are dedicated to ensuring the integrity and stability of the usTLD, and have been an active advocate in this area across industry groups, events, and forums.

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Some of our technical achievements have included being one of the first Registries in the world to feature real-time dynamic DNS updates, meaning that updates are propagated the instant they are made, and one of the first Registries to implement EPP v1.0, the now industry standard. For more information on usTLD-specific functional enhancements implemented by Neustar, see Section 8 – 'Enhanced usTLD Functions'.

Neustar brings unrivalled expertise and experience to the usTLD, with world-class infrastructure and a Registry team comprising employees with specific disciplines in technology, security, policy and marketing. As such, we are able to provide word-leading Registry, DNS and DDoS services, ensuring the security, confidentiality, integrity and availability of data across domain name registration services, WHOIS, authoritative DNS nameservers, reporting and analytics, and support.

2.6.3   Registry DNS

Neustar has been proving usTLD DNS services without incident for 17 years. Our Registry DNS service provides the ultimate in stability, security and availability, utilizing a total of 30 sites distributed across the globe.

The Registry DNS service provides a high degree of robustness and diversity through a platform that is scaled for the demands of the Internet core. The DNS service is deployed in redundant sites throughout the globe. It has strong manageability through configuration management and fully automated monitoring. The Registry DNS platform's capabilities and capacity are continually assessed to ensure that it evolves with the needs of our customers and the changing Internet landscape. Our experts stay abreast of industry developments, monitoring technological advancements while looking for ways to improve and harden our products.

Neustar has also developed and recently launched "DNS-Shield". DNS-Shield is a platform of local TLD authoritative root zone replications inside the largest ISPs and Recursive DNS operators to ensure that the usTLD can continue to operate even in the event of a catastrophic global network outage.

For more information about Neustar's provision of DNS for the usTLD, see Section 4.1 – 'Registry DNS'.

2.7   Technical and Administrative Standards

C.2.1.7   Manage the usTLD consistent with established technical and administrative requirements.

Neustar is an active leader in both the Internet Engineering Task Force (IETF) and the Internet Corporation for Assigned Names and Numbers (ICANN). We have a long-standing commitment to enforcing and complying the policies developed within those organizations.

The policies and standards produced by the IETF and ICANN form the basis for effective functioning of the global Internet. Neustar complies with all such applicable policies and

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standards in its operation of the usTLD and will continue to do so throughout the term of the contract.

Neustar has actively participated within the domain name industry for over 20 years, committing time and experience to various working groups and fora, both locally and internationally. Neustar has built a reputation for leading from the front on issues that are important to the successful evolution of the Internet and we take pride in the depth of experience and expertise our employees hold.

Neustar goes beyond simple compliance with standards and policies. As such, we collaborate with a diverse array of national and international standards bodies to develop and introduce improvements to not only the usTLD, but the Internet in general, including:

- The Department of Commerce;

- Internet Engineering Task Force (IETF);

- The Domain Name Association (the DNA);

- ICANN, including the:

    - Registries Stakeholder Group (RySG);

    - Registrars Stakeholder Group (RrSG);

    - Country Code Names Supporting Organization (ccNSO);

    - Business Constituency; and

    - GeoTLD Group.

- International Trademark Association (INTA);

- Internet Society (ISOC);

- DNS Operations, Analysis, and Research Center (DNS-OARC)

- North American Network Operators' Group (NANOG);

- Anti-Phishing Working Group (APWG); and

- The Center for Safe Internet Pharmacies.

Participation in the development of relevant policies and standards cover a diverse range of important issues, ranging from privacy, security and encryption, to processes and procedures for rights protection mechanisms.

Through our participation in these groups, Neustar is exceptionally positioned to contribute to the overall evolution of the usTLD space as new standards and requirements are introduced. Section 4.6 – 'Compliance with IETF and ICANN Standards' highlights some key standards and policies with which Neustar complies.

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2.8   Intellectual Property Protections

C.2.1.8   Adequately protect intellectual property in the usTLD as developments in the second-level and the locality usTLD space may necessitate. In the event of further expansion of the usTLD space, the Contractor shall implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names prior to the wider registration for non-trademark owners and a dispute resolution procedure to address "cybersquatting" conflicts between trademarks and domain names in the usTLD.

Neustar believes that the protection of intellectual property assets on the Internet is of fundamental importance to a fair and efficient digital economy. We have been among the most active of all Registry Operators in advocating for the rights of trademark owners; and we have an exceptional record of responding to the needs of rights holders, including providing additional rights protection mechanisms that often go above and beyond those offered in other TLDs.

In addition to multitude of protections provided by Neustar to combat abusive registrations of domain names, as set forth in Section 5 – 'Core Policy Requirements', Neustar offers the following services aimed at the protection of intellectual property.

usTLD Dispute Resolution Policy (usDRP)

In 2002, Neustar successfully implemented the usDRP and continues to operate it in accordance with all requirements set forth in the current agreement. The usDRP sets forth the terms and conditions for disputes between trademark owners and usTLD registrants over domain names that have been registered or used in bad faith.

In 2014, Neustar introduced modest changes to the usDRP Policy and Rules to bring the Policy and Rules in line with current electronic communication practices and place an affirmative duty on the Registrar to lock domain names in dispute and provide the needed contact information to the dispute resolution provider. Neustar has proven its ability to successfully administer this policy and we will continue to do so throughout the new contract term.

usTLD Rapid Suspension Service (usRS)

In response to complaints by trademark owners that the UDRP (the usDRP equivalent in gTLDs) was too cost prohibitive and slow, ICANN adopted the Uniform Rapid Suspension System (URS).

Designed to provide a more cost effective and timely mechanism for trademark owners to protect their trademarks and to promote consumer protection on the Internet, Neustar implemented a URS for the usTLD in 2014 – the usTLD Rapid Suspension System (usRS).

Neustar continues to oversee dispute resolution processes and approve Dispute Resolution Service Providers for the usTLD.

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Sunrise Process

In early 2002, Neustar became the first Registry Operator to launch a successful authenticated Sunrise process that permitted qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the opening of the second-level usTLD space to the general population. Neustar subsequently successfully rolled out a similar Sunrise mechanism for the launch of the kids.us domain names space and commits to launch a Sunrise process in the event future developments necessitate such action.

More information about these policies and processes is provided in Section 5.3 – 'Dispute Resolution and Sunrise'.

Further Considerations

Neustar has had preliminary discussions with various industry groups regarding the potential for a "trusted notifier" program in the usTLD. Such a program must appropriately balance the need for swift action to prevent harm from malicious activities and some measure of due process in appropriate cases. Neustar will initiate discussion of a trusted notifier program with the usTLD Stakeholder Council in Q1 2019 with the goal of providing options to NTIA for review in calendar year 2019.

2.9 Stakeholder Communications

C.2.1.9 Establish and maintain consistent communication between the Contracting Officer's Representative (COR) and the usTLD community (as referenced in C.1.7).

Managing the usTLD is a team effort which is supported by the engagement of both internal and external stakeholders. The growth and ongoing operation of the usTLD relies on a number of functional areas within Neustar, while being guided through active engagement with the COR, usTLD Stakeholder Council, and the usTLD community.

Highlights of our engagement include:

- Neustar has established and maintains consistent communication with critical stakeholders, including the Contracting Officer's Representative (COR) and the usTLD community.

- Neustar has managed and maintained the usTLD space under NTIA's close supervision, maintaining a close relationship with the COR and other DOC/NTIA employees.

- Neustar actively consults with the usTLD community and participates in multistakeholder processes for the growth and management of the usTLD.

2.9.1 Reporting and Data Analytics

Neustar has the tools, employees and capacity to assist the DOC/NTIA with regular and ad hoc reporting and data analysis. During the current term, Neustar has provided a substantial

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number of reports to the COR, including the monthly and periodic reports described in Section 13 – 'Reporting Requirements'. These reports provide the DOC/NTIA with greater visibility into the Registry, in particular the activities of individual Registrars with respect to transactions and Registrar status.

The depth of Neustar's reporting capabilities has grown over time, allowing for greater insight into the usTLD market (including data relating to Registrars and registrants), domain name usage and the general sentiment of the usTLD community and United States Internet users.

The backbone of our analytics capability is a world-class team of data scientists. Neustar's data and analytics team is larger than some other Registry Operators' entire employee base, but more importantly, this team is educated and trained to deliver world-class analysis and understanding, applying data insights to tackle business challenges.

We have continuously improved the reporting structure and delivery of reports for the usTLD, including adding new elements and posting aggregated high-level data for the public to engage the wider usTLD community. We will continue to improve and augment our provision of reporting and data analytics services to assist the DOC/NTIA and critical usTLD stakeholders.

2.9.2   usTLD Community

Neustar has a variety of mechanisms to communicate with the usTLD community, including through traditional websites (such as: www.about.us), a Registry Web-based Interface and Support Site for Registrars, the usTLD Blog, and a variety of social media tools described in Section 4.7 – 'Promotion of the usTLD'. We also publish certain statistics at www.about.us/resources/statistics which include the:

- Number of monthly domain name registrations, renewals, deletions and transfers;

- Total number of domain names under management;

- Number of nameservers; and

- Number of Registrars.

In building a community around the usTLD, Neustar identified unique user groups with varying use cases for .us domain names, including couples planning weddings, family websites and small businesses. Through targeted campaigns, Neustar then engaged with these audiences with specific messaging that not only promoted the benefits of the usTLD, but also provided guidance and resources for building and managing websites.

These campaigns included digital and social promotions as well as search optimization efforts, and have resulted further increased the engagement with the target community:

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- Referral traffic to the website from our social updates is up 100% in the past year.

- Average pages per website session up approximately 8% per session.

- Conversions of website visitors searching for a domain and then clicking through to a Registrar is up to 8%; this increases to 15% for paid traffic.

- Blog traffic specifically more than tripled since the beginning of 2017, with 5% of visits resulting in an online conversion.

These efforts have focused specifically on improving the quality of website visitors using content, case studies and resources on the website (rather than simply boosting traffic volume to the detriment of conversions or engagement). The quality measures above indicate that engagement with key community targets is increasing as a result of these uniquely crafted and targeted campaigns. For more information see Section 4.7.2 – 'Flagship usTLD Website'.

During the upcoming contract term, we will continue to improve upon this reporting by updating metrics to include more relevant data related to domain name usage and renewal rates. We propose to update and refine our public reporting in keeping with industry standards to provide a functional snapshot of the usTLD using pertinent statistics and data. This information is designed to provide the usTLD with a better understanding of the operation of .us namespace through more relevant and insightful data.

To assist and guide policy development for the usTLD, as described in Section 4.14 – 'Multistakeholder Consultation', Neustar created the usTLD Stakeholder Council (the Council) to serve as the vehicle through which the many constituencies whose members have an interest in the policies affecting the management, security, and stability of the usTLD can advise and interact with Neustar and participate in the management of the usTLD.

2.9.3 usTLD Stakeholder Council

With the implementation of the usTLD Stakeholder Council (the Council) in 2014, Neustar created an additional avenue for stakeholder communication and participation. We have an engaged and vibrant Council made up of industry and Internet enthusiasts all looking to ensure the namespace remains safe, secure and viable in the current digital landscape – and is well positioned for growth in the years ahead.

Using a multistakeholder approach, the Council provide regular feedback on usTLD management and may propose and review policies for the usTLD. The Council serves as an independent forum and mechanism for future development of the usTLD, working directly with critical stakeholders and helping Neustar identify public needs and develop policies, programs, and partnerships to address those needs. More information about the usTLD Stakeholder Council can be found in Section 4.14 – 'Multistakeholder Consultation'.

2.9.4 Marketing

Neustar's strategic marketing approach looks to apply highly engaging awareness and partnership campaigns to gain consumer attention, and drive demand for .us domain names. Awareness campaigns, market research, and high-profile use-case studies, paired with strategic partnerships, drive value for the usTLD and build brand recognition to foster long-term growth.

During the upcoming contract term, Neustar will focus on building partnerships and distribution channels to continue to grow the .us namespace – enabling the usTLD to reach new audiences while serving the United States Internet community. A more comprehensive description of Neustar's marketing efforts for the usTLD is provided in Section 4.7 – 'Promotion of the usTLD'.

2.9.5 Partnerships and Sponsorships

Partnerships play a vital role in reaching usTLD end-users; our partnership efforts look to explore creative alternative distribution channels to distribute domain names that attach a web address to some web presence to targeted audiences and communities.

In addition to collaboration with Registrar partner promotions, Neustar works with United States-based programs and agencies, including the United States Government, to support hackathons, STEM education and digital programs with specials and benefits, such as scholarship promotions for attendees. Neustar has long-term partnerships that provide valuable consumer marketing opportunities to drive awareness, growth and use of the usTLD, and help support channel distribution efforts.

Neustar will continually seek partnerships that engage with new audiences to extend the local relevancy and reach of the usTLD, as well as serve as alternative channels for distribution of .us domain names. The partnerships and sponsorships described below relate to industry engagement and internet community development. More information about strategic partnership efforts focused on the consumer market can be found in Section 4.7.15 – 'Partnerships' and the examples below.

Smart City Expo World Congress, 2018

On November 13, 2018, Neustar sponsored an event at the Smart City Expo World Congress, hosted by the United States Commercial Service of the United States Department of Commerce, where we shared the usTLD success story with city government representatives from around the world. The purpose of the event was to engage and inspire city leaders to more effectively understand and utilize the global domain name space for local and civic activities, community building and city branding. Consul General Robert Riley from the United States Consulate in Barcelona was the guest of honor.

Figure 1 – Smart City Expo World Congress, US Reception Invitation

ICANN 61

Neustar and the usTLD hosted a community event at ICANN 61 in San Juan, Puerto Rico. The purpose of the event was to bring together the ICANN community for a purpose-driven evening to support the people of Puerto Rico in the wake of the recent hurricane disasters.

The usTLD partnered with Americas for Conservation and the Arts, which sponsored a Puerto Rican Resilience Fund, hosted on the web address www.24weeks.us.

For each guest who attended the event, Neustar donated $25 to Americas for Conservation and the Arts. A total of $10,000 was raised and donated through the event in the name of the usTLD.

Figure 2 – ICANN 61 Party with a Purpose

Trip Across America

Dustin Phillips, Co-Executive Director at ICANNWiki, served as a .us Brand Ambassador during his Trip Across America. He drove from Washington state to Washington, DC in two-weeks while making stops along the way leveraging .us web assets such as www.parks.us.

The trip incorporated stops at .us businesses throughout the journey in order to connect with users, capture images of sites and store fronts and promote benefits of a .us domain name. Among other things, Dustin distributed .us branded swag, tagged posts chronicling journey and .us business stops on social media, captured and posted images/photos of usTLD businesses, and posted exclusive blogs recapping the trip for the usTLD community.

Internet Governance Forum USA

The Internet Governance Forum USA (IGF-USA) is a multistakeholder effort to illuminate issues and cultivate constructive discussions about the future of the Internet. It provides a domestic forum in the US to engage civil society, government, technologists, research scientists, industry and academia, helping to create partnerships, coalitions and dialogues that demonstrate best practices and help move policy forward.

The usTLD is an ongoing sponsor of IGF events and participates in the event steering committee.

Figure 3 – Internet Governance Forum USA

2.9.6   Registrars and Distribution Network

Neustar currently supports 223 Registrars accredited for the usTLD, along with their subsequent extended networks of resellers. Neustar will leverage our extensive Registrar distribution network to continue to connect the usTLD with current Registrar partners and engage with new Registrars and their resellers for deeper penetration of the usTLD in the marketplace.

The usTLD Registrar and reseller network drives all registrations for the usTLD, so it is imperative that we build and continue to develop deep relationships within the distribution network. This, in turn, allows us to drive awareness for the usTLD through every part of the domain name purchase path, even at external point-of-sale partner websites.

Neustar engages with the usTLD Registrar and reseller channel through a variety of methods, from dedicated meetings, to email newsletters and events. More information about Neustar's channel marketing efforts are included in Section 4.7 – 'Promotion of the usTLD'.

2.10   ccTLD Best Practice

C.2.1.10 Abide by existing policy frameworks and best practices for the administration of ccTLDs (see C.5.1 (iv)) as well as participate in the Country Code Name Supporting Organization (ccNSO) and other related ccTLD policy organizations.

Neustar is a driver of best practices in the development and deployment of Registry services. Neustar's experience, expertise, and commitment to achieving the highest of standards in the provision of Registry services has resulted in a reputation for excellence. Consequently, many ccTLD Registry Operators have engaged us either in a consultative capacity or to replicate our technology and create a policy framework for the operation of their ccTLD. These countries include, among many others, Colombia, Australia, the United Arab Emirates, Singapore, Qatar, and Taiwan. Furthermore, we have developed and implemented similar policy frameworks for many city TLDs under ICANN's new gTLD program, for cities committed to adopting high caliber policies and practices comparable to those of the usTLD, such as the .nyc, .melbourne and .sydney TLDs, among others.

Since assuming responsibility as Registry Operator for the usTLD in October 2001, Neustar has implemented best practices for ccTLD administration, including complying with applicable RFCs and relevant ICANN Government Advisory Committee (GAC) principles and procedures. During the upcoming contract term, Neustar is proposing to undertake a thorough review of RFC 1480, and work closely with the DOC/NTIA and usTLD stakeholders to implement updates that ensure the RFC is effective and up-to-date. For more information on RFC 1480, see Section 4.6 – 'Compliance with IETF and ICANN Standards'.

Neustar recognizes, consistent with Government Advisory Committee Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains (2005) (the GAC Principles), that "ultimate public policy authority over the relevant ccTLD rests with the relevant government or public authority; how this authority is exercised is determined by applicable law." Neustar administers the usTLD in the public interest under the supervision of the United States Department of Commerce. Our management services are grounded in the framework of national public policy and relevant laws and regulations as determined by the United States Department of Commerce, which ensure effective and fair conditions of competition, at appropriate levels and scale of activity.

Throughout its tenure as the Administrator for the usTLD, Neustar has demonstrated its commitment to participate in the ICANN process as a partner to the United States Department of Commerce. Neustar is an active participant in the ICANN Country-Code Name Supporting Organization (ccNSO) and has played a leadership role within the ccNSO and on the ccNSO Council. As an active member of the ccNSO, Neustar has diligently promoted continuous improvement in ccTLD best practices, including participating in the ccNSO's working group on the interpretation of RFC 1591 as it applies to ccTLDs.

Neustar has always been of the belief that we cannot rest on our laurels and take our position within the domain name industry for granted. As a company, we have charged our employees with the need to listen to our stakeholders, to be continually thinking about ways to improve, and apply leading methodologies and technologies that have been successfully adopted, and proven, by both industry and government.

Our comprehensive Registry solution leverages best practice methodologies such as PRINCE2, ITILv3, COBIT, DevOps and Agile software development, and is supported by process based on standards such as Quality Management ISO 9001:2015, Risk Management ISO 31000:2009 and Information Security Management System ISO 27001:2013.

Further information about Neustar's compliance with ICANN and IETF standards is provided in Section 4.6 – 'Compliance with IETF and ICANN Standards'.

2.11   Promote Competition and Consumer Choice

C.2.1.11 Consistent with this solicitation, promote robust competition within the usTLD, including registration services, to ensure greater choice and improved services for usTLD users.

Neustar promotes robust competition within the usTLD, including registration services, to ensure greater choice and improved services for usTLD users. We are committed to preserving our neutral status, and as such, Neustar does not serve as a commercial Registrar in the second level usTLD namespace. By complying with vertical integration restrictions – and always remaining a neutral party – we promote greater competition throughout our distribution network.

Neustar's commitment to neutrality carries over to all parts of our business through the company's Code of Business Ethics. The Neustar Code of Business Ethics, and the conflict of interest provisions of that code are discussed in further detail in Section 11 – 'Conflict of Interest Requirements'. Neustar has also implemented a Conflicts of Interest Policy applicable to the work of the usTLD Stakeholder Council. For purposes of this policy, Neustar employees who interact with the Council, including employees participating in the deliberations of the Council itself or performing Secretariat functions will be "covered persons" subject to the policy and the requirements. The policy is discussed in further detail in Section 4.14 – 'Multistakeholder Consultation'.

Neustar currently supports 223 active usTLD accredited Registrars, each of whom rely on Neustar's neutral administration of the usTLD to enable them to provide market tested campaigns to raise awareness and compete effectively with one another to best serve users of the usTLD. We look forward to continuing our promotion of competition, greater choice and improved service within the usTLD.

Neustar is fully committed to providing equivalent access to Registrars and will continue to operate under a stringent code of conduct, described in Section 11 – 'Conflict of Interest Requirements', to ensure that all ICANN-accredited Registrars have equivalent access to Registry services and marketing programs.

3 Description of Services

3.1 Manage, Maintain, and Operate the usTLD

> **C.3.1** **The Contractor shall manage, maintain, and operate the usTLD under NTIA's supervision. The Contractor shall perform the required services for this acquisition as the prime Contractor, not as an agent or subcontractor. The Contractor may, however, provide the required services by coordinating the resources and services of entities other than the prime Contractor. The Contractor shall be: (a) incorporated in one of the fifty states of the United States or the District of Columbia; or (b) organized under a law of a state of the United States or the District of Columbia.**

Neustar will perform the required services as prime Contractor and manage, maintain, and operate the usTLD under NTIA's supervision. In certain limited areas, and with the prior approval of the DOC, Neustar may provide the required services by coordinating the services of subcontractors.

Neustar is a proud United States based company, with a 17-year track record of serving as a proactive steward of the usTLD on behalf of the DOC.

Neustar, Inc. was incorporated in the United States nearly twenty years ago and our primary operations have been based here ever since. Neustar is headquartered in Sterling, Virginia, where most of our key human resources and technical infrastructure are located, including our Network Operations Center (NOC) and Security Operations Center (SOC). Our Primary Registry data centers are located in Ashburn, Virginia and Denver, Colorado.

Neustar is the leading provider of core Registry and digital naming services. We help world-leading governments, businesses and brands tap into the power and possibilities offered by today's new platforms for digital identity. Neustar is incorporated in the State of Delaware, and our corporate headquarters and primary operations are based in Sterling, Virginia. The Certificate of Formation of Registry Services, LLC, formed under the Delaware Limited Liability Company Act (6 Del C. § 18 101, et seq.) is located in Appendix A – 'Incorporation in the United States'.

Other than the limited services described immediately below, Neustar performs all of the required functions of the usTLD directly, without the use of subcontractors. The only services Neustar subcontracts to third parties are dispute resolution services and data escrow services.

Neustar will use the following subcontractors in the performance of usTLD administration and Registry operations as set forth in this response:

- American Arbitration Association (AAA) – AAA provides administrative services in the United States, as well as abroad through its International Centre for Dispute Resolution® (ICDR). AAA's and ICDR's administrative services include assisting in the appointment of mediators and arbitrators, setting hearings, and providing users

with information on dispute resolution options, including settlement through mediation. AAA provides domain name dispute resolution services related to the registration or use of usTLD domain names in violation of the usDRP.

▪ National Arbitration Forum (the FORUM) – FORUM, an industry leader in arbitration and mediation services for over 20 years, is an expert in the resolution of Internet-based disputes. An innovator in the industry, the FORUM serves as one of three primary providers of the ICANN domain name dispute resolution program, resolving issues involving disputed trademarks. Forum currently provides domain name dispute resolution services related to the registration or use of a usTLD domain name in violation of the usDRP or the usTLD Nexus policy, and is the dispute resolution services provider for the usRS.

▪ Iron Mountain – Iron Mountain Incorporated (NYSE:IRM) helps organizations around the world reduce the costs and risks associated with information protection and storage. The company offers comprehensive records management, data protection, and information destruction solutions along with the expertise and experience to address complex information challenges such as rising storage costs, litigation, regulatory compliance and disaster recovery. Iron Mountain will continue to provide third-party data escrow services for the usTLD.

3.2 Location of Primary Operations

C.3.1.1 The Contractor shall possess and maintain through the performance of this procurement a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States (including the District of Columbia).

From our foundations as Neustar, Inc. formed over 20 years ago, Neustar is an American company. Our strong roots in United States distinguish us, and underscore our commitment to serving as the steward of a critical piece of United States technical infrastructure – the usTLD. Neustar's headquarters and primary operations are based in the United States, in Sterling, Virginia, ██ ██

Over the past two decades, Neustar has carved out an enviable reputation as a leader in the global Internet community – distinguishing ourselves as one of the most secure, stable and reliable Registry Operator and Registry services technical providers in the world. Our DNS technology supports a global community with infrastructure throughout the Americas, Europe, Africa, Asia and the Middle East.

With the exception of certain non-primary DNS nameservers located outside of the United States, which were approved by the United States Department of Commerce during the 2007-2012 contract term, all core Registry services outlined in this response – including all WHOIS,

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DNSSEC, Data Escrow, and DNS Services – have been, and will continue to be, provided on Neustar owned and operated equipment located within the United States.

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We respectfully invite the DOC/NTIA to visit and inspect our premises as part of the evaluation of our proposal.

The physical addresses of our offices are provided in the table below. ████████████████████
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Office	Location
Neustar Headquarters	21575 Ridgetop Circle Sterling, VA 20166
San Francisco	505 Howard Street San Francisco, CA 94105
Los Angeles	11150 Santa Monica Blvd, 5th Floor Los Angeles, CA 90025
San Diego	4655 Executive Drive, 4th Floor San Diego, CA 92121
Louisville	1650 Lyndon Farm Court, 4th Floor Louisville, KY 40223
New York	100 Park Avenue New York, NY 10017

The usTLD Administrator is responsible for safeguarding a critical digital asset of the United States Government – a company with strong American ties, headquartered in the United States is best placed to undertake such a responsibility. More than just an incidental presence in the United States is required to appropriately administer the usTLD – our proven in-country technical infrastructure, experienced United States based operational employees, and demonstrated commitment to the United States Internet community puts Neustar in the best position to serve and securely operate the usTLD.

Neustar is a proud United States company and we would appreciate the opportunity to demonstrate the strength of our home-grown Registry technology, systems, processes, and personnel, ██
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We believe a site visit will be one of the key defining factors that will help the DOC/NTIA to effectively distinguish candidates, and will highlight the extraordinary value of Neustar's offering.

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3.3   Performance of the Contract

C.3.2   *The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities to perform the requirements outlined in this Statement of Work without any cost to the U.S. Government.*

Neustar's business processes and service delivery mechanisms for the usTLD are designed specifically to deliver world-class Registry management services at no cost to the United States Government and at fair and reasonable prices to Registrars, resellers, registrants and Delegated Managers.

As the usTLD Administrator, Neustar has and will continue to:

- ▪ Deliver exceptional usTLD management services at no cost to the United States Government, and at fair and reasonable prices to usTLD Registrars;

- ▪ Provide usTLD services as the NTIA/DOC's partner, working in close collaboration with the Contracting Officer, the Contracting Officer's Representative (COR) and the usTLD Stakeholder Council;

- ▪ Minimize the required DOC/NTIA level of effort while maximizing value to the DOC/NTIA and the overall usTLD community; and

- ▪ Build on our expertise and strong working relationship with the DOC/NTIA to ensure that usTLD enhancements are deployed promptly as scheduled or required using change management processes to achieve and maintain quality standards.

Neustar has provided usTLD services to the United States Government at no cost since 2001. Despite continuous investment in infrastructure, support, and operations, Neustar has increased the per-domain name fee to usTLD Registrars only twice since December of 2005. A small increase of $0.50 per domain name per year was introduced during the current contract term to cover the costs associated with the usTLD Stakeholder Council, which facilitated collaboration with usTLD constituents and ultimately delivered multiple proposals and ongoing projects to better the .us namespace, including the locality space. This compares favorably with fees charged by other ccTLD operators as illustrated in Section 3.4 – 'Costs and Fees'.

Volume 3 – 'Cost/Price and Business', describes in detail how Neustar proposes to fund usTLD operations at no cost to the United States Government while maintaining fair and reasonable pricing to Registrars during the upcoming contract term.

3.4   Costs and Fees

C.3.2.1   *On or after the effective date of this contract, the Contractor may establish and collect fees from third parties, other than the U.S. Government, for the requirements performed under this Contract. A possibility exists that the expenses incurred to perform the Contract may exceed the fees received during the base period or any*

> *option period of the Contract. The Contracting Officer shall approve such fees before they take effect, which approval shall not be unreasonably withheld and provided the fees are fair and reasonable.*

Neustar provides service for the usTLD at a fair and reasonable price to offset the operational costs associated with delivering a secure, stable and reliable growth platform for the United States Internet community.

Neustar has successfully managed the usTLD domain under the NTIA's supervision at no cost to the United States Government for 17 years. During that time, we have invested in supporting the growth, policies, security and stability of the space by deploying all necessary personnel, equipment, services and facilities.

The table below provides comparative pricing for popular TLDs in the marketplace. Despite the fact that the usTLD is governed by the highest standards of any TLD, pricing remains lower than most.

TLD	Price for 1 Year Registration
.co	$20.00
.me	$11.56 (EUR€10.00)
.biz	$11.48
.info	$11.05
.org	$10.05
.net	$9.48
.xyz	$8.00
.com	$7.85
.ca	$7.30 (CAD$9.50)
.us	**$6.50**
.com.au	$6.20 (AUD$8.67)
.uk	$4.88 (GBP£3.75)
.de	$4.21 (EUR€1.00 per create + EUR€0.22 per month)

Funding for the administration, management, marketing and operation of the usTLD is generated through registration fees paid by Registrars. There are currently no fees charged to Delegated Managers or locality registrants managed by Neustar.

As set forth in Section 17 – 'Financial Plans', Neustar's financial plan is self-funding. We are forecasting reasonable profits over the base and option terms of the contract. This trend reflects the current fee structure and the benefit of leveraging a recently upgraded usTLD Registry infrastructure. Further, the anticipated revenue growth will be supported by a proven and viable cost structure that includes: ongoing maintenance and capital investments, increases in operating costs, and dedicated marketing dollars for programs outlined in Section 4.7 – 'Promotion of the usTLD'.

Neustar will, therefore, fund the requirements of this acquisition at no cost to the United States Government.

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3.5 Collaboration with Contracting Officer

> **C.3.2.2** *In addition, the Contractor shall not implement any policies, procedures, rules, mechanisms, or execute any agreements or subcontracts in fulfillment of the Contract's requirements without the prior approval of the Contracting Officer, which approval shall not be unreasonably withheld.*

Neustar shall not implement any policies, procedures, rules, mechanisms, or execute any agreements or subcontracts in fulfillment of the contract's requirements without the prior approval of the Contracting Officer, which approval shall not be unreasonably withheld. Neustar's ability to adhere to this requirement is predicated on its close relationship with the Contracting Officer and other DOC/NTIA employees.

Neustar has an active Legal and Policy team dedicated to ensuring that all requisite approvals are obtained in the usTLD prior to the implementation of policies, procedures, rules, mechanisms, or execution of agreements and subcontracts in fulfillment of Neustar's requirements.

For all such activities requiring approval of the DOC, Neustar's designated point of contact, Judy Song Torreele, is responsible for engaging with the Contracting Officer.

Management of the usTLD is a team effort and relies on a number of functional areas within Neustar to achieve our goals in serving as a steward for the United States and global Internet communities. The below table provides a list of key personnel of the Neustar team.

Person	Functional Areas	Responsibilities
Nicolai Bezsonoff	Vice President, Registry Services	▪ Oversight of Neustar's Registry businesses
David Pigott	Chief Information Security Officer	▪ usTLD Director of Security ▪ Risk and Compliance ▪ Security
Judy Song Torreele	Department of Commerce Relations	▪ DOC/NTIA Liaison ▪ Constituency Relations
	Manager of Public Participation Program Manager	▪ usTLD Stakeholder Council Secretariat ▪ Stakeholder Relations
Becky Burr	Chief Privacy Officer Deputy General Counsel Law and Policy Development Contracts Manager	▪ Deputy General Counsel ▪ usTLD Policy ▪ Contract Administration and Oversight/Compliance ▪ ccNSO Relations ▪ Conflicts of Interest ▪ Code of Conduct

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Person	Functional Areas	Responsibilities
James Willett	Product Development and Technical Operations	- Core Registry - DNS - WHOIS - DNSSEC - Escrow - Network Provisioning - NOC - Data Center - Product Management - Systems Administration - Database Administration - Public Domain Sites - Locality Space - Development - Engineering - Architecture - Quality Assurance - Specifications
Sean Baseri	Technical Industry Liaison	- Industry Standards Compliance - ICANN Technical Rep - IETF Technical Rep
Crystal Peterson	Channel Management and Business Development	- Registrar Outreach - Resellers and Partnership Programs - Business Development
Kristin Johnson	Marketing	- Branding - Advertising - Communications - Marketing Collateral - Web Content
Paul Ebersman	Security	- SSAC Representative - DNS, DNNSEC, IPv6 - DDoS Protection
Eric Smialek	Finance	- Financial Planning and Analysis - Accounting - Invoices - Collections
Anna Bruno	Support	- Customer Service/HelpDesk - Accreditation - Nexus/WHOIS Enforcement

These individuals listed above are available to consult with the DOC/NTIA at any time. The DOC/NTIA continues to have strong relationships with many of the key personnel within the organization which ensure the smooth and efficient administration of the usTLD.

Key personnel information is provided in Section 16.5 – 'Key Personnel'.

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4   Core Registry Functions

The usTLD is the web address of choice for anyone with a dream to chase, an idea to share, a cause to champion, or a business to promote. Used by individuals, organizations, businesses, and localities, the usTLD conveys credibility and an inherently high American standard of quality – backed by Neustar's expert delivery of a stable, secure, and scalable infrastructure trusted by the United States Internet community.

Highlights

- During the current contract term, Neustar has met or exceeded all service level requirements, and adopted an operational level requirement that exceeds the service level requirements imposed in the usTLD contract and by ICANN.

- During the current contract term, Neustar has invested heavily in upgrading the Registry platform hardware and software in order to continue to exceeding service level requirements. The new platform is specifically architected to allow online software upgrades, which prevent interruptions to business, and allow a continuation of services.

- Neustar provides Registry services to over 280 TLDs which gives us the scale and expertise to continually evolve and grow the usTLD.

- Neustar boasts the world's largest DNS infrastructure with 30 DNS nodes, all supported by a sophisticated, and highly scaled, DDoS mitigation service exceeding 10Tbps mitigation capacity.

- Neustar has implemented "DNS-Shield" a platform of local TLD authoritative root zone replications inside the largest ISPs and Recursive DNS operators to ensure that the usTLD can continue to operate even in the event of a catastrophic global network outage.

- Neustar is committed to growing its DNS and DDoS business, as evidenced by our recent acquisition of Verisign's DNS and DDoS customer base.

- Neustar has innovative new security programs providing world-class DNSSEC, DDoS mitigation, and threat mitigation services.

- Neustar partners with more than 300 Registrars around the world, 223 of which are accredited for the usTLD.

- Neustar is a leader in the global Internet community, boasting a team with an unmatched history of service and experience in the ICANN ecosystem, including leadership positions on the ICANN Board, GNSO council, GeoTLD Group, and continuous membership on the Security and Stability Advisory Committee (SSAC) and over 20 other Internet governance and security groups around the world.

Neustar is a leader in facilitating the multistakeholder model in many industries and continues to strengthen the usTLD multistakeholder processes to facilitate robust and impactful stakeholder participation that helps shape the usTLD.

4.1   Registry DNS

C.4.2 (i) Operate and maintain the primary authoritative server for the usTLD;

C.4.2 (ii) Operate and administer a constellation of secondary servers for the usTLD;

Neustar operates the primary authoritative DNS services as part of Neustar's industry-leading DNS network that provides exceptional stability, scalability, security and reliability to usTLD stakeholders. Neustar's industry leading DNS capabilities allow us to operate and administer a constellation of secondary servers that are all protected by a carrier-class DDoS mitigation platform.

Neustar's approach to operating complex and integrated systems, like the DNS, focuses on preparing for tomorrow's challenges today. As such, we continue to evolve our systems, processes, and infrastructure to prepare for increased load, security risks, and other challenges in an ever-changing Internet landscape. The DNS infrastructure is a critical component to that evolution as it sits at the heart of the transactions for Internet users. Highlights from Neustar's solution include:

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- One of the largest global networks using BGP and IP Anycast, maximizing performance reach for end users;
- Carrier-class, highly redundant network nodes;
- 100% uptime service level;
- DNSSEC and IPv6 compliant;
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Our Registry DNS service provides the ultimate in stability, security and availability ████████ ██, building on the combined expertise of the industry-leading enterprise Anycast UltraDNS platform and the skills and DNS technology acquired through Neustar's acquisitions.

4.1.1   Authoritative DNS Name Services

███ ███ ███ ██ The master DNS servers are responsible for DNSSEC signing, validating incremental updates, and propagation to our globally diverse edge nodes.

The DNS masters support:

- ▪ DNSSEC signing and key management;

- ▪ Dynamic updates;

- ▪ High Availability cluster in both primary and backup data centers;

- ▪ IPv6 support;

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The Registry DNS service provides a high degree of robustness and diversity through a platform that is scaled for the demands of the Internet core. The DNS service is deployed in redundant sites throughout the globe. ██ ██████████████████████ The Registry DNS platform's capabilities and capacity are continually assessed to ensure that it evolves with the needs of our customers and the changing Internet landscape. Our experts stay abreast of industry developments, monitoring technological advancements while looking for ways to improve and harden the platform.

4.1.1.1   Anycast Clouds

The Registry DNS service supports the use of Anycast networks to increase resiliency, reachability and performance to end-users. Each cloud is a distinctly addressable nameserver instance. IP Anycasting is used to ensure that the DNS site closest in the global Internet network answers every end-user DNS query. Anycasting ensures that in the unlikely event of a single, or even a multiple full site outage, DNS queries against the Anycast cloud's address will be responded to by the next best performing site in the Anycast cloud.

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4.1.1.2 Leading Technology Providers

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4.1.1.3 DNSSEC

███ This includes the generation and storage of DNSSEC keys and signing zones.

As the only organization to operate at such a scale, we have developed unique processes and systems to ensure our customers receive a reliable and robust DNSSEC service. ██████████
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4.1.1.4 Security

The potential risks associated with operating TLD zone servers are recognized by Neustar such that we will perform the steps required to protect the integrity and consistency of the information they serve, as well as to protect the availability and accessibility of those servers to hosts on the Internet. The TLD zone servers comply with all relevant RFCs for DNS and DNSSEC, as well as BCPs for the operation and hosting of DNS servers. The TLD zone servers will be updated to support any relevant new enhancements or improvements adopted by the IETF.

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██████ Neustar's over 20 year history operating global DNS platforms has afforded us the experience needed to predict and handle anticipated and unforeseen query spikes – either temporary or permanent – through TLD growth.

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4.1.2 DNS Constellation

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The individual DNS sites' locations were selected for their ability to obtain Tier 1, or close to Tier 1, transit traffic, routing topology (network locations), and ease of interconnection to peering centers. Each of these sites cooperates to form a number of Anycast instances. Each of these Anycast instances responds to both IPv4 and IPv6 addresses. This design ensures at least one node in each group is close to end-users and attracts the majority of local traffic. Such segregation ensures reachability problems affecting only one node are isolated, so the advertised nameserver addresses for its instance, and also other instances, cannot be affected. In case of complete node failure, prefix advertisement is withdrawn and the remaining nodes in the same instance continue to serve queries to the same address with queries answered at the next best performing node based on Internet routing. ████████████████████████████ ██████████████████████████████████

The Neustar network is designed to solve a number of concerns for TLD Registries. Two of our primary requirements are 100% uptime and low DNS response latency within a geographic region; these two requirements ensure that end-users find the information they are looking for every time and in a timely matter.

Neustar maintains a service level of 100% uptime for the availability of the DNS service. The continuance of DNS functions in the case of failure of even a number of DNS sites is assured. With geographically distributed diverse sites configured in an Anycast cloud configuration, the failure of any one particular site has no impact on DNS resolution.

4.1.2.1 DNS Sites and Locations

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4.1.2.2 DNS Site Requirements

Sites hosting DNS services meet the following criteria:

- The location services a population center – DNS sites should be placed in locations where a sizeable population would be serviced by the DNS node's presence;

- The ability to obtain top tier (or close to top tier) transit traffic;

- Reachability based on ISPs' routing topology, to increase the chance of attracting local traffic;

- Availability of interconnection to at least one local peering exchange center; and

- Quality of data center facilities, consistent with those expected in a carrier-class data center, in which to place infrastructure, including:

  - Reliability of uptime;

  - Security;

  - Natural disaster mitigation;

  - Reliable provision of upstream from multiple vendors to enable diversity of bandwidth and operators; and

  - Availability of large scale peering networks to ensure effective use of traffic and bandwidth.

The continuance of DNS functions in the case of failure of even a number of DNS sites is assured. With geographically distributed diverse sites configured in an Anycast cloud configuration, the failure of any one particular site will not create a failure scenario with DNS resolution.

For all DNS sites, the minimum requirement is to be that of a Tier 4 data center, as defined by the Telecommunications Industry Association and the Uptime Institute:
www.en.wikipedia.org/wiki/Data_center#Data_center_tiers

In order for us to be able to deploy on a global scale, we have had to accept the fact that Tier 4 facilities are not available in many parts of the world. Due to this, some local DNS sites are in Tier 3 facilities.

Typical security attributes include:

- 24 hour onsite manned security;

- Biometric access;

- CCTV camera systems; and

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- Individual cages for equipment, not accessible by other customers.

4.1.2.3 Service Delivered Over IPv4 and IPv6

We ensure that IPv6 is available in our sites using transit providers that fully support IPv6 from end to end in their networks.

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4.1.2.4 Network Diversity

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4.1.2.5 Internet Exchange Presence

To help provide the fastest possible response times, the Registry DNS service is present at Internet Exchanges around the globe.

This enables exchanging traffic directly with many providers without an intermediate carrier, thereby lowering the total round trip time for DNS requests and further increasing DNS performance. ██████████████████████████████████████
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4.1.2.6 Capacity and DDoS Protection

Neustar maintains excess capacity to absorb a query surge without additional mitigation.

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4.1.2.7 Software and Hardware

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4.1.2.8 Redundancy and Maintenance

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4.1.2.9 Configuration and Management

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4.2   Zone File(s)

C.4.2 (iii)   Compile, generate, and propagate the usTLD zone file(s);

Neustar's Registry system compiles, generates, and propagates the usTLD zone file(s) in near real-time to provide registrants and end-users with accurate and current information in the usTLD.

Neustar's DNS is a globally distributed, multi-level constellation of DNS appliances. Neustar provides continuous, near-real-time zone modifications distributed to geographically diverse locations, resulting in up-to-date responses from nameservers. ███████████████████████████
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Figure 4 – Zone File Propagation

4.2.1   DNS Synchronization Service Daemon (DNSUpdateD)

The Registry maintains the authoritative set of zone information, which is managed and updated by Registrars using either the EPP protocol or the Registry Web-based Interface. Update messages, identifying the resource records and resource record sets that are to be added and removed, are queued for processing by the DNS Update Service.

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4.2.2   Core DNS Layer

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4.2.3   Distribution Layer
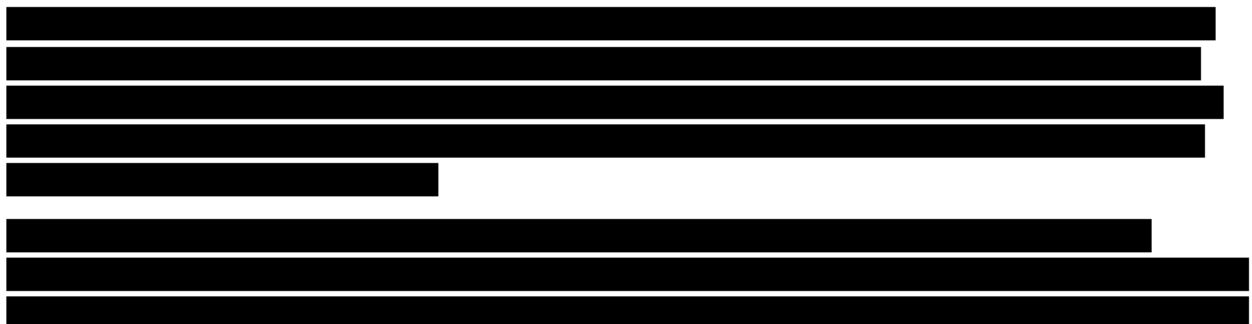
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4.2.4 Service Layer

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4.2.5 Monitoring and Alerting

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4.3 WHOIS

C.4.2 (iv)   Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database for all usTLD registrations;

Neustar provides a publicly-accessible, accurate and up-to-date registration (WHOIS) database for all usTLD registrations that incorporates advanced search functionality to improve the

usability and effectiveness of the tool. Our WHOIS infrastructure is production-proven and met 100% of the service level requirements for the term of the contract.

Neustar recognizes the importance of an accurate, reliable, and up-to-date WHOIS database to governments, law enforcement, intellectual property holders and the public. Neustar's WHOIS service is designed to exceed both performance and user expectations. Some of the key features of Neustar's usTLD WHOIS service include:

- Fully compliant with all relevant RFCs including 3912;

- Production proven, highly flexible, and scalable with a track record of 100% availability;

- Exceeds current and proposed performance specifications;

- Dynamic real-time updates with the capability of doing bulk updates;

- Geographically distributed sites to provide greater scalability, reliability and performance;

- Additional search capabilities and mechanisms to mitigate potential forms of abuse as discussed below.

Neustar's WHOIS architecture provides for optimal scalability and service reliability. We are able to easily grow capacity by adding additional appliances and additional data centers as utilization increases. The reliability of the service is also protected by not being dependent on any individual component.

4.3.1   WHOIS Service

The WHOIS interface provides Internet users with a directory service for registration information for domain names, nameservers and Registrars in the Registry database. This service is available to any user and without prior arrangement or agreement between the user and the Registry.

This service is used by law enforcement and rights protection groups all over the world for the purpose of identifying abusive registrations, by registrants and Internet users to find information on registration data, and by automated systems such as spam filtering tools to assist in the calculation of spam scores. It is also used by the general Internet using public to discover information about domain names for a variety of reasons.

Queries may originate from any geographic location due to the varied use cases, from individual queries for human consumption to automated systems in response to a particular event. The WHOIS systems can operate out of the Standby Registry Site, which is replicated from the Active Registry Site in near real-time. Neustar is committed to providing an equitable interface

to all consumers of WHOIS information, and has provisioned systems to ensure redundant network paths are available to all major network traffic providers.

The WHOIS service for .us can be accessed via the following:

- Port 43 interface: whois.nic.us

- Web interface: www.whois.nic.us or alternatively www.whois.us

4.3.1.1 Searchable WHOIS

The Registry's WHOIS service supports the ability for WHOIS users to provide a search criteria in order to match domain names which meet that criteria, otherwise known as 'searchable WHOIS'. In order to protect against data mining, searchable WHOIS will:

- List a maximum number of results ████████████████████████████████ for domain names that meet the criteria;

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Searchable WHOIS allows users to search on:

- Domain name registration contact details (Registrant, Admin and Technical contact), which includes the ability to specify the name, street address and contact details of the contact;

- Domain name delegation (assigned nameservers);

- Domain name sponsorship (Registrar).

Between each criterion, users may utilize one of the three operators below to enhance their search:

- And;

- Or;

- Not.

4.3.1.2 WHOIS Configurability

The Neustar WHOIS service offers flexibility in allowing configuration of the service. Configurable features include:

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- Setting rate limiting boundaries to limit the total number of WHOIS queries a WHOIS user can perform in a given period of time;

- Additional data fields in the WHOIS output, for example to display additional registration information such as the Nexus Category for .us domain name contacts;

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4.3.1.3 Multilingual Contact Information

The Neustar Registry supports the ability for Registrars to provide domain contact details that contain non-ASCII characters, for example, where the address of a registrant in Spanish, or any other script as implemented in the Registry. The WHOIS service supports the ability to display non-ASCII contact details in the output.

4.3.1.4 Rate Limiting

The WHOIS service, both web-based and port 43, allows Registry Operators to rate limit WHOIS queries under the following parameters:

- Total number of queries allowed per set hour(s); and
- Total number of queries allowed per day.

Exceeding one of the two limits above will result in the user being blacklisted for a set (configurable) number of hours before they can regain access. ███████████████████████ ██ ███████████████████████████████████████

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4.3.2 Infrastructure

The WHOIS service is a separate application which resides on separate servers from the Registry, ensuring they do not impact one another and allowing each service to operate at an optimal level. The WHOIS service is connected directly to the Registry database via a read-only user. This has the dual benefit of ensuring that WHOIS queries are provided with up-to-date answers and that security for the Registry database is maintained.

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Figure 5 – High-level Overview of WHOIS Configuration

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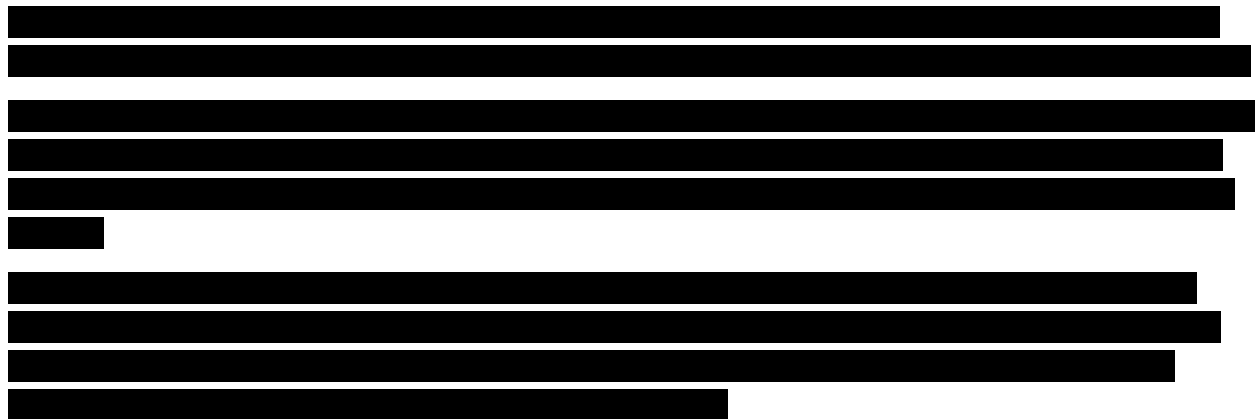
4.3.3   WHOIS Service Daemon (WHOISD)

The WHOIS Service Daemon provides the endpoint for the WHOIS service provided on TCP port 43 in accordance with RFC 3912 'WHOIS Protocol Specification'. Requests are made in semi-free text format and ended by CR and LF.

The server responds with a semi-free text format, terminating the response by connection close. ██
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████████████████████████████ The features of the WHOISD include:
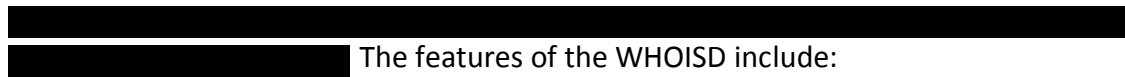
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- WHOIS query rate limiting with dynamic blacklisting and whitelisting – Query limits can be defined for hour and day limits based on a collection of IP address ranges. Once the limits are exceeded the user is 'blacklisted' from the service for a specified

period, which can be configured. ████████████████████████████████
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To support IDNs and localized data we assume the query is encoded in UTF-8 and sends responses encoded in UTF-8. UTF-8 is backwards compatible with the ASCII charset and its use is consistent with the IETF policy on charsets as defined in BCP 18: www.tools.ietf.org/html/bcp18

4.3.4 Port 43 WHOIS Service

The traditional method of delivering domain name information to the public is via the WHOIS service, a plain text protocol commonly accessible on TCP port 43. Neustar also provides the same functionality to users via a web-based WHOIS service.

Functionality remains the same with the web-based service, which only requires a user to have an Internet browser. Using the WHOIS service, in either of its forms, allows a user to query for domain-related information. Users can query for domain details, nameserver details or Registrar details.

4.3.4.1 Query Format

By default WHOIS searches domain names. To facilitate the queries of other objects keywords must be used. Supported keywords are:

- ▪ Domain;
- ▪ Host / Nameserver and;
- ▪ Registrar.

Keywords are case-insensitive. The rest of the input is the search string. Wildcard chars may be used in search strings to match zero or more characters (%), or match exactly one characters (_). Wildcard characters must not be in the first five characters.

4.3.4.2 Response Format

The response follows a semi-structured format of object-specific data, followed by query-related meta-information, then a disclaimer.

The object-specific data is represented by key / value pairs, beginning with the key, followed by a colon and a space then the value terminated by an ASCII CR and LF. Where no object is found 'No Data Found' is returned.

The meta-information is used to identify data freshness and indicate when limits have been exceeded. It appears on one line within >>> and <<< characters.

The legal disclaimer is presented without leading comment marks wrapped at 72 chars.

The data presentation format is consistent with the canonical representation of equivalent fields, as defined in the EPP specifications.

4.3.4.3 Domain Name Data

Domain name data is returned in response to a query with the keyword omitted, or with the 'domain' keyword. Domain queries return information on domain names that are provisioned in the Registry database.

The IDN domain names may be specified in either the ASCII-compatible encoded form or the Unicode form. Clients are expected to perform any mappings, in conformance with relevant guidelines such as those specified in RFC 5894 'Internationalized Domain Names for Applications (IDNA): Background, Explanation, and Rationale' and 'UTS 46 Unicode IDNA Compatibility Processing'.

Variant domain names may be specified in the search string and WHOIS will match (using case-insensitive comparison) and return information for the primary registered domain name.

For queries containing wildcard chars, if only one domain name is matched its details are returned, if more than one domain name is matched then the first 50 matched domain names are listed.

4.3.4.4 Reserved Domain Names

Domain names reserved from allocation will have a specific response that indicates the domain name is not registered but also not available.

4.3.4.5 Nameserver Data

Nameserver data is returned in response to a query where the 'nameserver' or 'host' keywords have been used. Nameserver queries return information on hosts that are provisioned in the Registry.

The search string for a nameserver query can be either a hostname or IP. Queries using the hostname produce one result unless wildcards are used. Queries using the IP produce one or more results depending on the number of hostnames that match that address. Queries for the hostname are matched case-insensitively.

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The quad-dotted notation is expected for IPv4 and the RFC 3513 'Internet Protocol Version 6 (IPv6) Addressing Architecture'. ███████████████████████████

4.3.4.6 Registrar Data

Registrar data is returned in response to a query where the 'Registrar' keyword was used. Registrar queries return information on Registrar objects that are provisioned in the Registry.

The search string for a Registrar query can be name or IANA ID. Queries using the name or the IANA ID produce only one result. Queries for the name are matched using a case-insensitive comparison. ██████████████████████

4.3.4.7 Non-standard Data

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4.3.5 Web-based WHOIS Service

WHOIS is also available via port 43 using HTTPs, known as web-based WHOIS. This interface provides identical query capabilities to the port 43 interface via an HTML form.

4.3.6 Configurable Output

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4.3.7 Non-ASCII Contact Data

Registrars can provide non-ASCII contact data for Contacts associated with a domain name registration. This data is referred to as the localized postal information in RFC 5733.

As per the 'Advisory: Clarifications to the Registry Agreement, and the 2013 Registrar Accreditation Agreement (RAA) regarding applicable Registration Data Directory Service (WHOIS) Specifications' (www.icann.org/resources/pages/registry-agreement-raa-rdds-2015-04-27-en), section I.3:

- As described in RFC 3912, the WHOIS protocol (port 43) has not been internationalized. While a substitute protocol is being developed in the IETF, Registries and Registrars are encouraged to only use US-ASCII encoding and character repertoire for WHOIS (port 43) output. If the Registry Operator/Registrar uses characters outside of the US-ASCII repertoire, the output SHOULD be encoded in UTF-8 to maximize the chances of interoperability.

4.3.8   Abuse Mitigation

WHOIS has a built-in mechanism to blacklist malicious users for a specified duration. ██

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Neustar ensures the service is available and accurate for Internet users, while limiting the opportunity for its malicious use. Many reputation and anti-abuse services rely on the availability and accuracy of the WHOIS service, however the potential for abuse of the WHOIS service exists.

Therefore, certain restrictions are made available by the software to be used to control the access of WHOIS services, the nature of which depend on the delivery method – either web-based or the traditional text-based port 43 service. In all cases, there has been careful consideration given to the benefits of WHOIS to the Internet community, as well as the potential harm to registrants – as individuals and a group – with regard to WHOIS access restrictions.

The WHOIS service presents data from the Registry database in real-time. However, this access is restricted to reading the appropriate data only. The WHOIS service does not have the ability to alter data or to access data not related to the WHOIS service. The access limitations placed on the WHOIS services prevent any deliberate or incidental denial of service that might impact other Registry services.

Restrictions placed on accessing WHOIS services do not affect legitimate use. All restrictions are designed to target abusive volume users and to provide legitimate users with a fast and available service.

4.3.9   Performance

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Monitoring for this service will generate an alert to relevant employees if additional resources are required to maintain performance.

4.3.10 Compliance

The WHOISD is fully compliant with RFC 3912 'WHOIS Protocol Specification'.

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4.4   Locality WHOIS

C.4.2 (v) *Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database of usTLD delegated managers and their associated delegated locality registrations;*

Neustar maintains a publicly-accessible, accurate, and up-to-date registration (WHOIS) database of Delegated Managers and their associated delegated locality registrations.

Historically the locality space within the usTLD was managed by individual localities. However, in the time that Neustar has been serving as the usTLD Administrator we have continually improved the locality space, first and foremost by merging the over 50 individual zone files and integrating the associated contact data into a single consolidated core Registry. This also brought dynamic real-time updates and WHOIS to the locality space for the first time.

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All of the features, benefits and infrastructure described in Section 4.3 – 'WHOIS' apply to the locality WHOIS as the service delivery is identical. ████████████████████████████
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More information on the usTLD locality-based space can be found in Section 6 – 'Locality Based usTLD Structure Functions'.

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4.5 Data Escrow

Data escrow arrangements prevent the loss of data, protecting all stakeholders in the community who would be harmed by such loss. Our present solution for data escrow fully complies with existing contractual procedures. As the usTLD has been well-served by these arrangements, we propose to continue them for the upcoming contract term. The data included in escrow comprises all domain name registration information, including all registration and Delegated Manager data.

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On behalf of the usTLD, Neustar assumes the responsibility for:

- Generating deposits as per the published drafts:
    - www.tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow-07;
    - www.tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping-05; and
    - www.tools.ietf.org/html/draft-arias-registry-data-escrow-00.
- Signing the deposits as required so that they are securely transported to their destination guaranteeing delivery; and
- Actively monitoring the delivery of the deposits to ensure that that are received by the escrow provider.

4.5.1 Data Escrow Deposit Procedures

The Registry supports the generation of both full and differential escrow deposits that comply with the format, and other requirements, set out in the Domain Name Data Escrow Specification Internet Draft. The process used for the successful submission of escrow deposits is described below.

Generation

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Every day, a scheduled task, executed using the restricted operating system account, initiates the creation of the deposit by using the data extract of Registry database on the local host.

Submission

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████████████████████████████████ All files to be transmitted have been encrypted and have an accompanying digital signature file, created using Neustar's private key in a manner compliant with the OpenPGP format (RFC4880).

Notification

The escrow provider sends a notification that the file was received, successfully extracted and the digital signature was verified.

4.5.2 Infrastructure

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4.5.3 Reliability

Deposits are made on a daily basis and the data escrow generation, transmission and storage facilities are monitored to ensure consistent availability and accuracy. To ensure these goals are met, the following are monitored:

- Data escrow deposit generation time frames;
- Valid export of Registry data generated;
- Successful data copy to the escrow provider; and
- Communication of escrow data to the escrow provider.

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4.5.4 Security

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4.5.5 Zone File

The usTLD zone file is uploaded to an FTP server daily and made available to relevant third parties that have signed the .us Zone File License Agreement. Once signed, the user receives a

username and password which allows them to download the zone file, for use as per the agreement.

4.6 Compliance with IETF and ICANN Standards

C.4.2 (vii)   Comply with applicable Internet Engineering Task Force (IETF) RFCs, including RFC 1480, and Internet Corporation for Assigned Names and Numbers (ICANN) policies for the functions outlined herein;

Neustar is fully compliant with all mandatory and relevant Internet standards for DNS, EPP, DNSSEC and IDNs. Neustar makes it a priority to comply with relevant Internet standards, not only for contractual requirements but also to ensure a consistent Registry interface where Registrars are able to interact with all TLDs with ease.

The Neustar Registry is compliant with the relevant provisions of the following RFCs:

- RFC 1034 – Domain Names – Concepts And Facilities;
- RFC 1035 – Domain Names – Implementation And Specification;
- RFC 1982 – Serial Number Arithmetic;
- RFC 2181 – Clarifications to the DNS Specification;
- RFC 2182 – Selection and Operation of Secondary DNS Servers;
- RFC 2671 – Extension Mechanisms for DNS;
- RFC 3226 – DNSSEC and IPv6 A6 aware server/resolver message size requirements;
- RFC 3596 – DNS Extensions to Support IPv6;
- RFC 3597 – Handling of Unknown DNS RR Types;
- RFC 3901 – DNS IPv6 Transport Operational Guidelines;
- RFC 3912 – WHOIS Protocol Specification;
- RFC 3915 – Domain Registry Grace Period;
- RFC 4343 – Domain Name System (DNS) Case Insensitivity Clarification;
- RFC 4472 – Operational Considerations and Issues with IPv6 DNS;
- RFC 5730 – Extensible Provisioning Protocol (EPP);
- RFC 5731 – EPP Domain Name Mapping;
- RFC 5732 – Extensible Provisioning Protocol (EPP) Host Mapping;
- RFC 5733 – Extensible Provisioning Protocol (EPP) Contact Mapping;
- RFC 5734 – Extensible Provisioning Protocol (EPP) Transport over TCP;

- RFC 5910 – Domain Name System (DNS) Security Extensions Mapping for the Extensible Provisioning Protocol (EPP);

- RFC 5966 – DNS Transport over TCP – Implementation Requirements;

- RFC 6382 – Unique Origin Autonomous System Numbers (ASNs) per Node for Globally Anycasted Services;

- RFC 6781 – DNSSEC Operational Practices, Version 2; and

- RFC 6841 – A Framework for DNSSEC Policies and DNSSEC Practice Statements.

Neustar is also a contributor to relevant Internet standards through our active and ongoing involvement in the industry. Neustar is equally active in the development of new standards to support the unique requirements of specific TLDs. In the development of such extensions, Neustar takes into account Registrar and industry expectations to ensure that the standards suggested are well-received and offer the greatest ease of use. Some of these bespoke extensions include:

- .us ccTLD – development of the Neulevel extension to record the Nexus requirements for usTLD domain name registrations;

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Neustar currently participates in a number of IETF and ICANN groups including, but not limited to:

- ICANN Security and Stability Advisory Committee (SSAC);

- IETF working groups on: Internationalized Domain Names (IDNs), DNSSEC, DNS Operations, etc.;

- ccNSO Framework of Interpretation (RFC 1591) Working Group;

- ICANN PDP working groups, including those related to new gTLDs, WHOIS, and IDNs;

- ICANN technical working groups including the new RDAP standard being introduced as a WHOIS replacement; and

- Neustar also supports all administrative and logistical functions of the IETF.

4.6.1 RFC 1480 – The US Domain

RFC 1480 remains the foundation of the current usTLD locality space and Neustar is firmly committed to abiding by all provisions therein. As RFC 1480 also applies to Delegated Managers

and locality registrants, it is equally important that Neustar enforce the provisions in the RFC by these important members of the usTLD community.

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Throughout our tenure as the usTLD Administrator, Neustar has demonstrated a commitment to participate in the ICANN process as a partner to the Department of Commerce. Neustar has played a leadership role within the ICANN Country-Code Name Supporting Organization (ccNSO) and on the ccNSO Council. As the usTLD representative to the ccNSO, Neustar actively engaged in upholding and fostering the GAC principles which state that the ultimate public policy authority over a ccTLD rests with the relevant government or public authority.

As an active member of the ccNSO, Neustar has consistently promoted continuous improvement in ccTLD best practices, as detailed in Section 2.10 – 'ccTLD Best Practice'.

4.7   Promotion of the usTLD

C.4.2 (viii)   Promote awareness and increase registrations in the usTLD, including the second-level kids.us registration, and maintain a website with up-to-date policy and registration information for the usTLD;

Neustar's strategy to promote awareness and increase domain registrations in the usTLD involves a combination of initiatives, from branding and consumer marketing, to channel marketing, strategic partnerships and social media, among other things. Our ongoing marketing and promotional efforts on behalf of the usTLD are broad and diverse, in recognition of the breadth and diversity of the usTLD target market.

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In the sections that follow, we will describe both how our historic marketing and promotional efforts have performed and evolved over the course of the past several years (in particular, since the last contract renewal); and the bold vision we have for the future promotion, growth and development of the usTLD. We will also provide an overview of our ongoing efforts in connection with the usTLD flagship website and the kids.us namespace.

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We are pleased to have this opportunity to showcase our track record of success, and the demonstrated results of our promotional efforts on behalf of the usTLD. We are also excited to share with the DOC/NTIA some of the inspired and ambitious plans we have for promoting and growing the usTLD in the future – plans that we are confident that Neustar is uniquely qualified to implement.

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With this additional investment, we will have the financial resources to add even more tangible and direct value back into the usTLD ecosystem: growing awareness, increasing registrations, and activating community engagement — while at the same time, keeping the namespace safe and secure. For more details about our plans for marketing and promotion during the next contract term, please see Section 4.7.19 – 'Marketing, Promotion and Partnerships for the Next Contract Term' below.

4.7.1   The usTLD Brand

With 17 years of continuous operation of the usTLD Registry under our belts, Neustar takes great pride in having shaped the rich history and evolution of the usTLD namespace – and in particular, the usTLD brand. At Neustar, we believe that the usTLD is a digital manifestation of the great USA country brand, a brand that is recognized, beloved and respected by people in every corner of the world for its commitment to high quality, innovation, entrepreneurship, integrity, service and social responsibility.

As a distinctly American company, Neustar considers our role in managing and operating the usTLD to be a great honor and a privilege. The letters "US" are part of a history and culture of innovation and invention that date all the way back to Benjamin Franklin and Thomas Edison. When something is "made in America," it is considered to be special and unique – and we treat the management and operation of the usTLD accordingly.

Consumers the world over have confidence in American products and services, because they trust them. In addition to innovation and entrepreneurship, the '.US brand' has come to symbolize things like adherence to the law, accountability to customers, operating in an ethical manner, complying with regulatory standards, fairness and transparency.

Ultimately, trust is something that must be earned over time. It is based on a long-standing commitment to doing what is right – not just what is convenient or expedient. By creating and managing one of the most policy-rich, safe and secure TLDs in the world for nearly two decades,

Neustar has helped to build the usTLD into one of the most trusted and well-respected TLD brands in the world. We regularly engage with registrants, members of the usTLD Stakeholder Council, Registrars, resellers, ICANN constituencies, and other members of the United States and global internet communities, to ensure that the usTLD domain brand remains a role model of excellence.

4.7.2   Flagship usTLD Website

Since 2002, Neustar has consistently managed a flagship website for the usTLD. Today the website can be found at www.about.us, and includes all of the most up-to-date policy, registration and Stakeholder Council information for the usTLD. The website was refreshed and redesigned in 2016 to maximize impact and create the world's leading resource on "all things .US." The website redesign in 2016 consolidated a handful of other websites and mini-sites that had previously been launched and operated in support of the usTLD, including the www.neustar.us, www.kickstartamerica.us and www.about.us websites.

With simple navigation, state-of-the-art technology, and a seamless online experience, the new about.us website includes consumer-facing information with updated branding, creative assets, small business resources and refreshed copy and design. Also included on the site is usTLD policy information, privacy information, legal, FAQs and stakeholder council meeting and agenda items. The about.us website is a single destination for usTLD stakeholders, enthusiasts, channel partners and industry watchers to stay in-the-know about the latest news, updates and developments in the usTLD namespace.

Figure 6 – Flagship usTLD website: www.about.us

The www.about.us website continues to grow rapidly in both popularity and impact. To support end-user education about the value and benefit of the .us namespace, and to drive authority for the www.about.us website, Neustar is committed to posting a steady cadence of high impact business content on the www.about.us blog, 'United We Blog.' Some of the key content themes include: search engine optimization, website management, and how to pick a good domain name. Blog articles are promoted across social media channels to maximize reach.

We encourage the DOC/NTIA to visit the www.about.us website, and spend some time reading the blog and various helpful resources created for the benefit of stakeholders.

Our dedicated content team produces a host of checklists, survival guides, and business coaching tools and resources to help usTLD customers to succeed in business and to grow their online presence. Some recent examples of content Neustar has published to support registrants on the usTLD blog include:

- Checklist for Launching Your New Website: www.about.us/assets/US_Launch_Website_Checklist.pdf;

- How to Master Lead Generation: www.about.us/assets/US_Lead_Generation_Checklist.pdf;

- Short & Sweet SEO Checklist: www.about.us/assets/US_SEO_Checklist_Small_Business%204.pdf;

- Survival Guide to Social Media: www.about.us/assets/US_Survival_Guide_Social_Media.pdf;

- Promotional Materials your Business Needs: www.about.us/assets/US_Business_Promotional_Materials_Checklist.pdf;

- 10 Easy Ways to Improve your SEO Rankings with Minimal Effort: www.about.us/blog/no-10-easy-ways-to-improve-your-seo-rankings-with-minimal-effort;

- 15 Free Online Resources to Market Your Small Business: www.about.us/blog/no-15-free-online-resources-to-market-your-small-business.

Search rankings and organic traffic have grown dramatically, in particular since 2016, due to increased credibility and online authority. Total traffic grew to 10 times the amount in 2017 compared to 2016 and organic traffic alone saw a fivefold increase. We have continued to see growth of engagement throughout 2018, and have redoubled our efforts to publish quality content and drive traffic to the about.us site. As of August 2018, organic traffic to the www.about.us site is up an additional 63% from the same time last year. Social referral traffic – strictly organic, not paid – has also increased 100% in the past year.

To provide a streamlined and efficient user experience to visitors of www.about.us, Neustar is committed to consistently evaluating the website interface, menu hierarchy, content and

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messaging, and will continue to refine and optimize content, copy and visual design to respond to changing technologies and user preferences.

As technology continues to advance and website development evolves, Neustar has and will continue to stay on the cutting edge of the trends in digital marketing and innovation. For example, in order to maximize our advertising efforts, Neustar has designed and implemented custom and proprietary tracking tools and software on the about.us site. Capabilities of these unique tools allow Neustar to track domain queries and traffic sources, and to report on final registrations. For example, the overall website traffic conversion rate is 8%, meaning that 8% of visitors to the www.about.us website do a domain search and click over to a Registrar website, and the paid traffic conversion rate is 15%.

All of this feeds the decision-making process for prospect targeting and campaign promotion efforts. This is discussed further in Section 4.7.14 – 'Performance Metrics' below.

For example, in August of 2018, we kicked off a comprehensive video content campaign, called The Story of US, which is embedded in a brand-new video gallery that we recently launched at www.about.us/whos-on-us. The campaign features usTLD customers from a wide array of backgrounds showcasing their businesses and brands – and explaining their affinity for the usTLD in their own words.

Embedded video assets will help us to increase the time spent by visitors on the about.us site. Longer exposure is expected to reinforce trust and signal to the search engines that the www.about.us site is credible and authoritative. You can learn more about The Story of .US campaign in Section 4.7.5 – 'Marketing Campaigns'.

Figure 7 – The Story of .US

4.7.3 Brand Messaging

Since the launch of the new gTLD program, and the addition of over 1200 new TLDs competing for mindshare, it has become increasingly difficult for any TLD to stand out and get noticed. When researching domain name choices, consumers are overwhelmed by hundreds of potential options. Neustar has worked hard to carve out a special space for the usTLD through compelling messaging that showcases the value and credibility of the usTLD brand.

Brand messaging refers to the underlying value proposition conveyed through the language and imagery that is used in usTLD marketing and promotion. It is what makes customers feel inspired or motivated by the usTLD, and relate to the brand enough that they decide to register a .us domain name. Brand messaging provides a framework that guides our marketing across every piece of content we create in every channel. Everything we do and curate maps back to our brand messaging.

The usTLD represents a diverse community of individuals, businesses and organizations that are all connected through a shared geography and affinity to the United States – and are a part of the same digital ecosystem. We have actively continued to evolve the usTLD brand by consistently taking steps to understand the changing needs of our customers and adapt our brand messaging over time.

To ensure the usTLD brand stays fresh and relevant among our target audiences, we have consistently evolved the usTLD brand messaging, and tone of voice to better meet the needs of our audience. For example, five years ago, when we launched the 'Kickstart America' campaign, the main focus of the usTLD brand was exclusively on small business and main street America. While this audience continues to be fundamental to the usTLD brand message, as we have gotten to know our customers even better we have been able to dramatically expand our target market to be far more inclusive.

Over the years we have refined and updated our overarching brand message, which is what we use to help guide our marketing and promotion efforts. It now states:

> *".US is the web address of choice for anyone with a dream to chase, an idea to share, a cause to champion, or a business to promote. Whoever you are, wherever you come from, the .US community is the online place to share your story, think globally and connect locally."*

Over the course of nearly two decades, the usTLD has become one of the most policy-rich, safe and secure TLDs in the world. It is our main goal and priority to ensure that the usTLD remains a paragon of excellence by consistently being a trusted namespace with a commitment to doing what is right. Recognizing the diversity of our customer base, we will continue to update and evolve our brand messaging to ensure that the usTLD brand stays fresh and relevant to our various target markets.

4.7.4   Target Market

Given the hyper-competitive state of the domain name industry, having a well-defined target market is more important than ever before. Targeting specific markets does not mean that we exclude anyone who does not fit our criteria, it simply means that we can focus our marketing dollars and brand messaging on specific markets where people are more likely to take action to register a .us domain name. With a clearly defined target audience, it is much easier to determine where and how to market the usTLD.

The usTLD target market has historically been traditional small to medium businesses (SMBs). In fact, prior to 2013, usTLD brand messaging was aimed primarily at celebrating the ingenuity of hard-working SMBs in middle-America. While SMBs in America's heartland continue to be a focus segment for the usTLD, starting in 2013, Neustar sought to dramatically expand the usTLD target market by broadening the scope of our brand messaging and outreach, and tapping into new market segments.

As we have gotten to know and understand our customers better, we have come to realize that many people give an expanded meaning to the letters "US" beyond the traditional "United States." To effectively reach and engage new audiences, we learned from our customers to expand the meaning of the letters to the right of the dot to also mean "us" – as in, "we." Immediately, we found this updated messaging and creative resonated with newly engaged couples and families. We launched several successful marketing campaigns aimed at encouraging users to register a personalized web address to use for their wedding website or family blog, as described more fully in Section 4.7.5 – 'Marketing Campaigns'.

Today the usTLD is firmly entrenched in the following target market segments:

- SMBs – From the heartland to the startups of Silicon Valley – we support small and medium sized businesses.

- Civic engagement – Gather, organize, donate and debate online. Connect with local communities and drive change on a grassroots and national level. Your dream. Your country. Your domain.

- International companies – We welcome businesses based inside and outside the United States. If you're looking to connect with United States communities, put the usTLD community to work for you. ".US" – Made in America and open to everyone.

- Families and Weddings – The usTLD is your virtual home, a place to celebrate everything it means to be "us" – getting engaged and married, sharing those first years together, having kids, buying a house, and every milestone in between. You're capturing and living life's most important moments, now create a place to keep and share them all. Tell your story with a .us web address.

Neustar has actively worked to maximize reach for all uses of the usTLD domain, and will continue to build awareness among key audiences while always looking for opportunities to expand into new target markets. We plan to continue proactively seeking new market segments to expand into and have campaigns planned in the months and years ahead that will

focus on topics such as kids, politics, non-profit organizations and affinity groups or clubs. As our target markets continue to evolve and change, so too will the usTLD brand messaging.

It is important to note that the usTLD has potential for growth far beyond this nation's borders. The usTLD is available not only to United States-based users, but also to any foreign entity with a bona fide presence in the United States, or participating in the sale of goods and services to the United States.

While a business must have a United States interest in order to register a .us domain name, the domain can still serve companies with operations globally. This perceived geographical limitation can deter larger companies from choosing a .us domain name for their global project. To contradict such perceptions, Neustar showcases global businesses with .us domain names in our content and video marketing efforts, such as www.zoom.us, and clearly defines eligibility on the website and in the FAQ section. The www.about.us website has served as an integral tool, to provide transparency and education to this effect.

We recently created a video micro-documentary, featuring global web-conferencing powerhouse Zoom, to showcase and promote how the usTLD can be used to support international businesses. The video is featured on the usTLD YouTube channel at the following link: www.youtu.be/d1T-k5ukpPk

4.7.5   Marketing Campaigns

Neustar drives results and optimizes the return on investment of marketing resources for the usTLD by deploying the right messages, through the right channels, to the right audiences, in the right markets, at the right times. While specific objectives, goals, strategies, and measures are defined on a campaign-by-campaign basis, these elements establish the foundation for all that we do. Our overarching goals are to drive meaningful increases in consumer awareness of the usTLD, to generate increased domain name registrations, and to inspire domain development and usage.

We build upon the effectiveness of our overall marketing strategies by leveraging the strength of hundreds of our channel and strategic partners, including Registrars and resellers. Each campaign is developed with a unique audience targeting strategy, and thoughtful creative to best resonate and connect with customers. Artwork and copy is evaluated and refreshed based on previous performance metrics to maximize reach and engagement.

While we have successfully launched many effective marketing campaigns in support of the usTLD, to chronicle them all here is beyond the scope of this proposal. Instead, we are showcasing here just a few of the campaigns we are most proud of, as well as campaigns that include "evergreen" content that we continue to deploy in our marketing and outreach. We also share our plans for current and future campaigns, ongoing promotions, and future strategies that are in the works.

Dream with .US (Target: Small Businesses)

The Dream with .US campaign is the current evolution of the historic "Kickstart America" campaign, which Neustar launched in 2012. While Kickstart America focused our outreach

efforts on small businesses and the promotion of 'main street' America, our market research suggested that by 2016 small business sentiment had turned cynical, with many Americans feeling that their voices were not being heard. As a result we pivoted, and launched the "Dream with .US" campaign. Dream with .US aims to give people a reason to feel motivated again. It showcases the Internet as a place that levels the playing field for businesses of all kinds and gives SMBs a voice.

The Dream with .US campaign promotes the .us extension as "The Place for Small Businesses on the Internet," and continues to be proudly showcased on the www.about.us website at: www.about.us/small-business. The campaign features the following elements:

1 An online roadmap to help small business owners navigate launching and managing a website. The roadmap includes a step-by-step guide helping our customers with everything from launching, to managing and promoting their small businesses online.
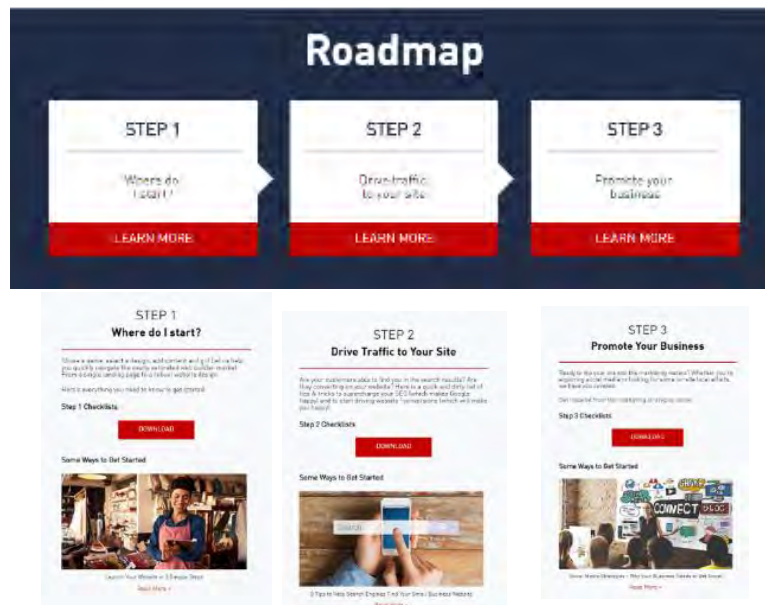

Figure 8 – Dream with .US Roadmap

2 Custom checklists are available for download on the about.us site. The checklists reference topics such as: domain name selection, website set-up, SEO tips, etc. and are designed to benefit small business owners in navigating the online business landscape. There are a total of six checklists:

□ Choosing a Domain Name;

□ Checklist for Launching Your New Website;

□ Short & Sweet SEO Checklist;

□ How to Master Lead Generation;

□ Promotional Materials Your Business Needs; and

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       □   Survival Guide to Social Media.

3   In order to address small business owner concerns and provide education and information around relevant topics for online management, the Dream with .US campaign also includes a nine-part curated series that is published on the about.us blog and integrated into the online roadmap.

       □   3 Mistakes to Avoid When Registering a Domain Name;

       □   8 Tips to Help Search Engines Find Your Small Business Website;

       □   Getting a Small Business Online is Easier Than You Think;

       □   6 Tricks to Make Your Small Business Website More Engaging;

       □   Hashtags and Domain Names;

       □   How to Drive Traffic to Your Website;

       □   Social Media Strategies: Why Your Business Needs to Get Social;

       □   Getting the Word Out: Promotional Materials for Your Business; and

       □   How to Master Lead Generation.
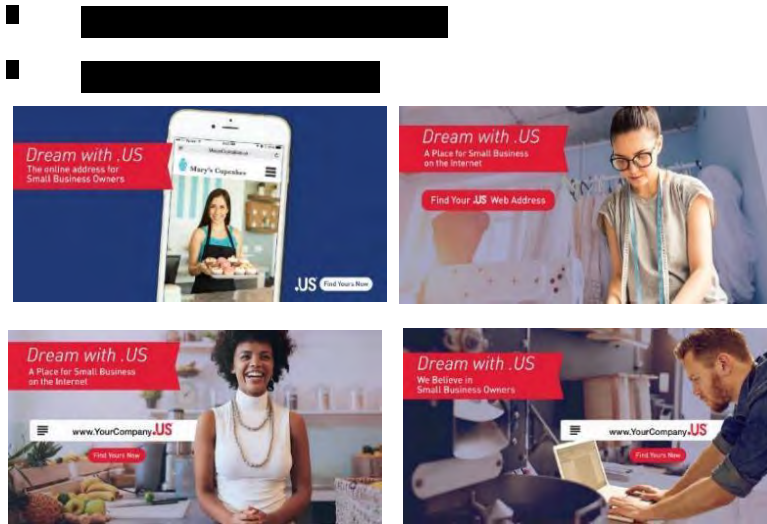

Figure 9 – Dream with .US Content

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Figure 10 – Dream with .US Campaign

This is .US (Target: Newly Engaged Couples/Weddings)

As part of our expanded audience strategy we kicked off the "This is .US" wedding campaign targeting newly engaged couples in an effort to promote .us as a personalized meaningful domain for a couple's wedding website. Efforts began in December of 2016 and have become an ongoing strategy for promoting the usTLD brand.

The idea behind the This is .US campaign is to encourage couples to choose a domain that will be easy to remember for their wedding website, but can grow with them as their relationship evolves through all milestones of life – such as having a baby and building a family.

The messaging behind the campaign is: ".US is your story. Your journey together is just getting started."

Newly engaged couples offer a wealth of targeting options as wedding planning behaviors are easy to pinpoint – contextual targeting on wedding blogs and sites, behavioral targeting to people who update their social status to "engaged," engaging platforms such as Pinterest which is used to research concepts and ideas.

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Figure 11 – This is .US

Thankful for .US (Target: Families)

'Thankful for .US' is a campaign focused on promoting the use of the usTLD for family websites as way to stay in touch, share stories, plan reunions and more. Campaign efforts kicked off at the end of November 2017 to coincide with the Thanksgiving Holiday, and have become a regularly featured campaign.

The campaign urges United States based families to register their family domain name "for a lifetime of memories." Families' offer an ideal target for the "us" use of the usTLD. A personal family web address is a place you can share your family story or can be used as a platform to keep in touch with long-distance or extended family members.

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- Top performing content piece: "Family Websites are More Personal and Accessible than Facebook."
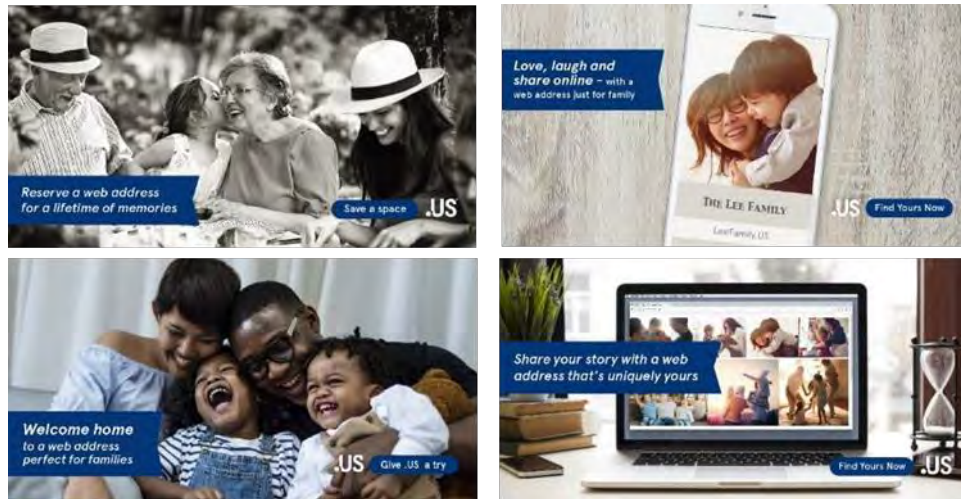
Figure 12 – Thankful for .US

National Small Business Week *(Target: Small Businesses)*

As the place for small businesses on the internet, the usTLD supports National Small Business week, every May, with a heavy content and social media strategy. Daily posts include helpful tips for businesses and promotion of U.S. Small Business Administration events.

Figure 13 – National Small Business Week Tweets

Vet-trepreneurs (Target: Veteran Entrepreneurs and SMBs)

The usTLD brand supports Veteran's Day every year by celebrating our Veteran .us businesses and "Vet-trepreneurs." Efforts consist of outreach, interviews and promotion of different businesses that use a .us domain name that offer assistance to Veterans, or are founded by Veterans. Interviews are posted on the about.us website and promoted on social media channels.

A recent article on our Blog, entitled "Giving Back: 3 Organizations Transforming Veterans' Lives" highlights the efforts of three different .us veteran organizations dedicated to giving back

and helping veterans access the resources they need, including www.veteranscollective.us, www.projectsanctuary.us and www.combinedarms.us.

We are committed to finding ways to further support Veterans to build and grow their businesses online. ███████████████████████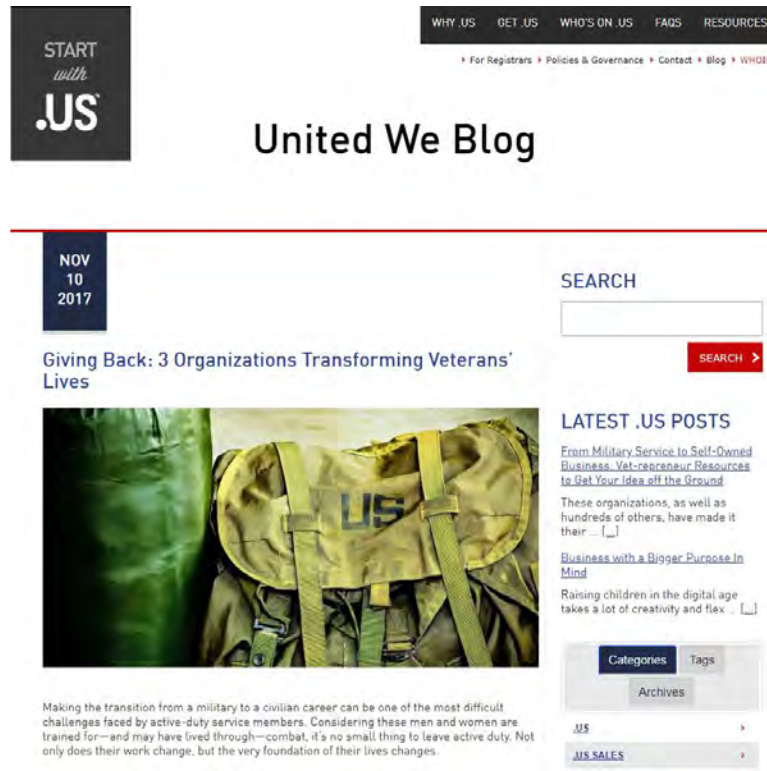█████████████████████████████████ ██ ██ ███

Figure 14 – Giving Back: 3 Organizations Transforming Veterans' Lives

Major League Baseball (MLB) (Target: Anyone in Need of a Web Address)

In 2016, Neustar secured promotion with Major League Baseball (MLB) to promote the usTLD brand and new domain registrations with GoDaddy. The new ad campaign was with Major League Baseball Advanced Media, and went live in September. Visitors within the United States who landed on one of MLB's digital properties were served a clever ad touting .us as "A Web Address as American as Baseball." People who engaged with the ad were taken to a dedicated landing page at www.about.us/MLB where they were able to learn more about the .us ccTLD and secure their perfect .us web address. This digital media sponsorship ran through all of 2016.
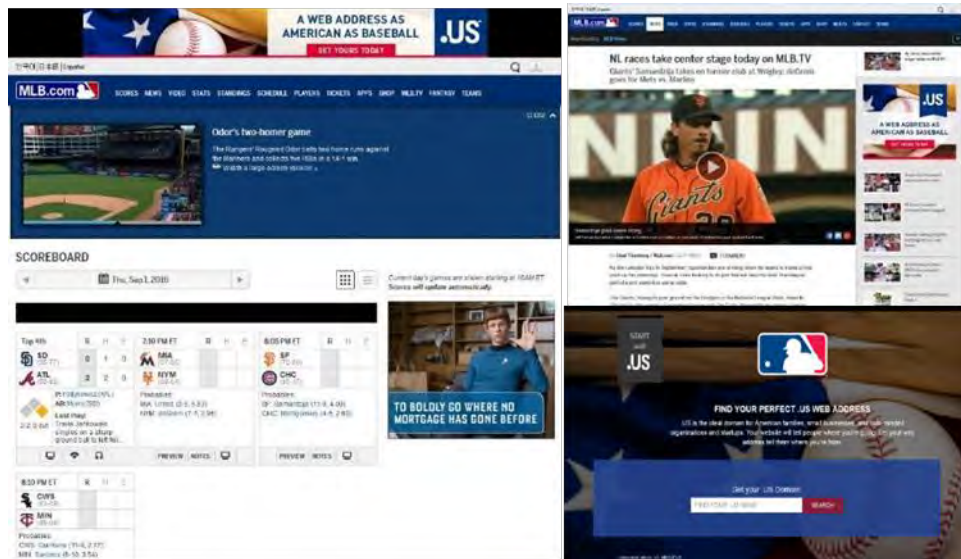
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Figure 15 – .US Major League Baseball Campaign

The Story of .US (Target: Anyone in Need of a Web Address)

Neustar kicked off The Story of .US campaign in early 2018. Efforts include researching, interviewing and filming .US registrants to better understand who they are, how they use their .us domain names, and why they chose the usTLD. The goal of the initiative is to document and share the real stories behind .us domain name owners leveraging a journalistic approach that brings their stories to life and educates consumers about the availability of .us —getting people excited about registering their own .US domain.

The first video, completed in August 2018, is a compilation of four different usTLD stories intended to pique user interest and drive traffic to www.about.us. The video highlights an assortment of uses including a family business, a non-profit group, a high school coding team and a newly engaged couple. The narrative explores how individuals define and relate to the .us ccTLD, showcasing the breadth of use in real world applications. Each highlight offers a sneak peek into the real lives and stories of the real people behind each website, thus the name – "The Story of .US"

There are six more videos currently in production which offer a more in-depth view of the different .us cases:

- zoom.us – An international web conferencing company shares how the .us domain name mirrors their company vision and mission to bring people together and ultimately reflects the "culture of happiness" they are looking to communicate globally.

- cogeo.us – For this non-profit consultancy group, the .us domain name was a very strategic and intentional decision that embodies their core value of a "world together."

- 50x50.us – A literary campaign aimed at reimagining 50 classic book covers from around the world by engaging with designers and artists in local communities from all 50 states.

- cesion.us – This group of high school students decided to turn their love of coding into a business, working on software solutions and web development projects.

- 3dudesphotobooth.us – A family business with a greater cause, this mom and pop founded company was created to support skill development and provide a professional outlet for their autistic son. Their caliber of services, genuine enthusiasm and personal approach to each job assignment has catapulted this side business into full-time success.

- kelly-n-sean.us – Newly engaged and living thousands of miles from home, finding a way to connect and communicate with family was a top priority for this couple as they began wedding planning and thinking about their life together.

As the videos are finalized they are uploaded to the .US YouTube page, as well as embedded on our website, at www.about.us/whos-on-us. A new video gallery has been added to the site which features each of the video documentaries and includes one-on-one written interviews and stories about the businesses and sites.

An aggressive, multi-platform marketing campaign is underway to promote the videos both on paid media and organic channels. The videos are being released gradually to build hype and tease to the longer and more in-depth video documentaries. The campaign strategy is designed to target users across multiple platforms and on multiple channels, including social media, YouTube, programmatic pre-roll and streaming media devices such as AppleTV, Roku, Hulu and AmazonFireTV, while offering audience targeting capabilities to reach our intended audience with unique messages and specific video clips. Current targets include entrepreneurs, small business interest groups, newly engaged couples (wedding video only) and people interested in starting a business online.

Overview

Programmatic Video and Connected TV

Driving awareness of the usTLD by distributing video content on streaming media channels and targeting users based on interest and behaviors.

Figure 16 – Streaming Media Channels

Social Activation

Aimed at driving engagement and traffic to the www.about.us site. Leveraging ad formats such as a video carousel in order to tease to the greater "Story of .US," and send users to the video gallery page in order to consume additional video content and learn more about the usTLD.

Figure 17 – About.US Video Carousel

Top of Mind Awareness

Ensure the usTLD remains top-of-mind and increase brand recognition by following website visitors with companion ads, focused on inspiring action and driving .us domain name registrations.

Figure 18 – Companion Advertisements

4.7.6   Social Media

Social media is one of the most effective channels available to the usTLD to educate and engage registrants, prospects and the global internet community. According to Pew Internet Research, 29% of Internet users with college degrees use Twitter; YouTube reaches more 18-34 year olds than any cable network in the United States; and Facebook constitutes 70% of United States Internet users.

Neustar employs social media to educate prospects about the usTLD, to drive traffic to the about.us website, to promote engagement with other members of the usTLD community, to provide customer service, and to drive registrations of .us domain names, among other things. Since social media is often the first point of contact where people learn about the usTLD,

Neustar has made it a priority to ensure that all of the usTLD social channels reflect the best and most updated version of our brand visuals and messaging at all times.

Content

Content is essentially all the things we post on social media – it can be a Facebook status update, a photo posted on Instagram, a tweet, a video posted on YouTube, or an article posted on our Blog or on LinkedIn, and so on. Our social media strategy uses a combination of educational, engagement and promotional content, all intended to maximize impact and provide useful and relevant information to usTLD followers.

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Customer Service

Twitter is a natural fit for customer service. It moves in real time, making it simple for customers to ask questions about the usTLD, and to reach out for technical help or support. We monitor the usTLD Twitter channel, closely on a daily basis, watching for mentions and comments about the usTLD brand, and ensuring that we are engaging with users and responding to questions in real time as they happen. We have found that responding to inquiries quickly and courteously pays off, and helps to create loyal brand advocates.

Social Media Channels

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While ongoing platforms will continue to be optimized and reviewed for efficiencies; new social platforms are consistently being tested and evaluated to ensure that the usTLD continues to evolve with the times and is fully represented everywhere our customers and future customers spend their time.

Facebook (facebook.com/aboutdotUS)

Facebook is currently a primary component of the usTLD marketing strategy. The Facebook demographic skews slightly older when compared to other social channels, and represents more opportunity for exposure to small businesses as well as families who leverage the platform to stay in touch with one another.

Figure 19 – About.US Facebook Posts

Twitter (@AboutDotUS)

The usTLD Twitter account has become most effective when used to disburse information, either articles, announcements, blog posts, etc. or to build excitement and response rates around an event or campaign. Its real-time feed fuels a highly engaged and captive audience and allows for targeting by keywords and hashtags relevant to website development and the domain industry.
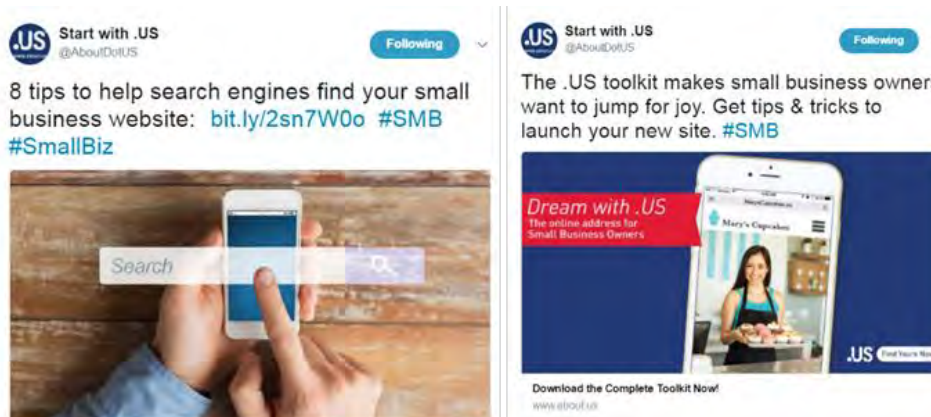

Figure 20 – @AboutDotUS Tweets

Instagram

The demographic on Instagram currently skews younger than Facebook and usage is more aspirational in nature. More than half of Instagram users use the platform for inspiration. As a platform originally developed as a photo-sharing network, creative is curated to be highly engaging.

We deploy usTLD ads on Instagram featuring powerful images and emotional elements to resonate with users. Instagram has proven to be an ideal platform for strong family campaigns such as "Thankful for .US."
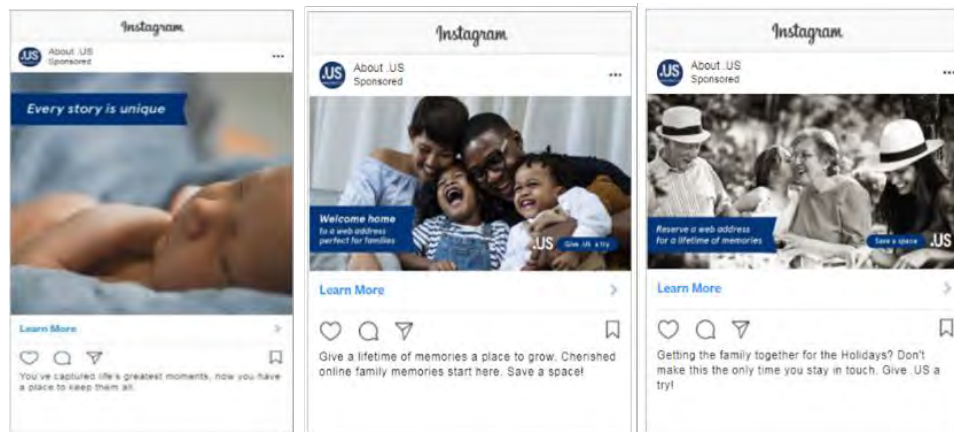
Figure 21 – About.US Instagram Posts

LinkedIn (linkedin.com/company/aboutdotus/)

As the world's largest professional network, LinkedIn differs from other social platforms in that it is all business, all the time. This is good news for our small business promotional efforts for the usTLD, where we leverage educational and informational sponsored content campaigns, curated with articles from our blog posts and on the website, to reach small business owners and entrepreneurs.

Figure 22 – About.US LinkedIn Post

4.7.7 Brand Ambassadors

At Neustar, we have found that one of the most powerful ways to spread the word out about the usTLD is word of mouth marketing. By engaging high visibility individuals, organizations and businesses to be usTLD 'Brand Ambassadors', we have found a vehicle to force multiply our marketing efforts. Brand Ambassadors help to foster long-term growth of the usTLD brand by providing a credible and trustworthy source of content, and by encouraging adoption, usage, and promotion.

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Individuals, businesses, bloggers, engaged couples and families all have the power to credibly influence a large audience of prospects simply through their daily social media posts. To cultivate Brand Ambassadors, Neustar consistently reaches out to usTLD domain name registrants with active sites. We offer to promote their website, business or brand via published interviews, social media posts, and in some cases, custom-tailored videos, all in exchange for their agreement to be featured. We love to hear all about their business and brand and why they registered a .us domain name. Our Ambassadors are also a great resource for giving us industry feedback so we can stay ahead of the competition.

A yearly social media calendar is put in place to manage our social media engagement, and Brand Ambassador outreach and engagement is a key focus of our planning. In 2018, we created a Brand Ambassador survey to streamline the interview and outreach process, and to increase the size and scale of our community of enthusiasts.
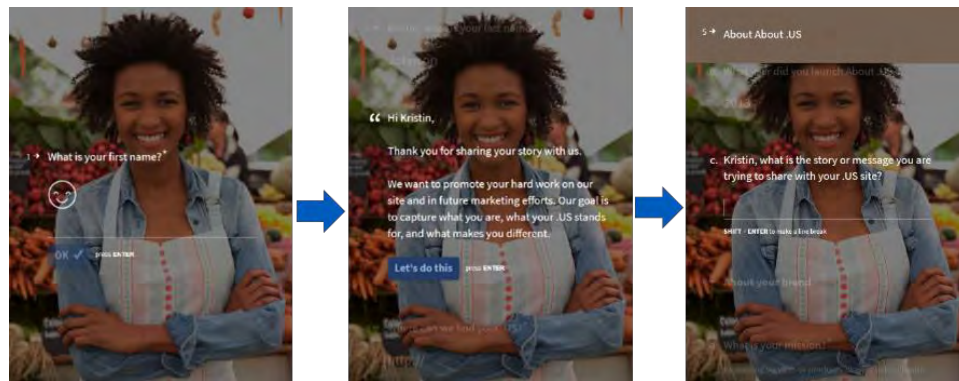

Figure 23 – Brand Ambassador Survey

Recent and noteworthy Brand Ambassadors, featured in some of our social media content and marketing campaigns include:

- www.foodtrucknation.us – The most comprehensive study ever conducted on local food truck regulations by United States Chamber of Commerce

- www.thealist.us – A full service influencer and experiential global marketing firm with an unparalleled network of relationships within the entertainment and fashion industries.

- www.whereby.us – Build Local media brands for growing cities, leveraging a technology platform toolkit for local engagement, powered by email and user-centered behavioral analytics.

- www.savor.us – Savor prides itself in creating bespoke keepsakes boxes to store and enjoy family memories, from weddings, to childhood mementos.

- www.dearborndenim.us – Denim and apparel brand create and manufactured in Chicago, Illinois. Everything is cut, sewn and crafted using United States materials with the goal of creating a great product, made the right way, and sold at a great price.

- www.between.us – Relationship app for couples. Chat, track anniversaries, share photos and video, and plan schedules together all in one private space.
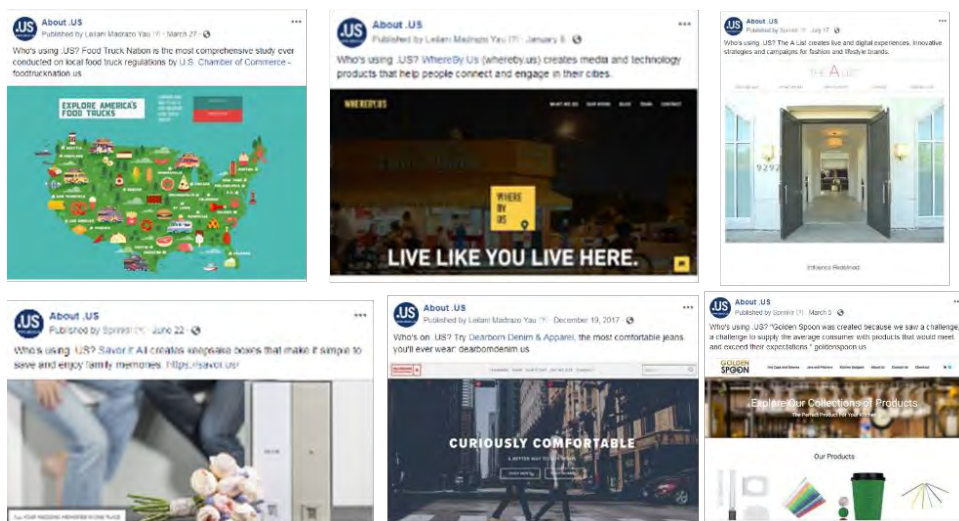

Figure 24 – Social Media Posts Featuring Brand Ambassadors

4.7.8   Public Resource Sites

Neustar is responsible for optimizing and maintaining the brand identity and user experience on all public resource sites for the usTLD – including parks.us, library.us, vote.us and zipcode.us. As a part of this process, we recently conducted a review and relaunch of all four websites, including analytics reviews, user experience testing, design exploration, development enhancements and overall accessibility satisfaction. We believe the public resource sites are a very important component of the usTLD ecosystem and are committed to continuing to ensure they are optimized to serve as a beneficial resource to the usTLD community.
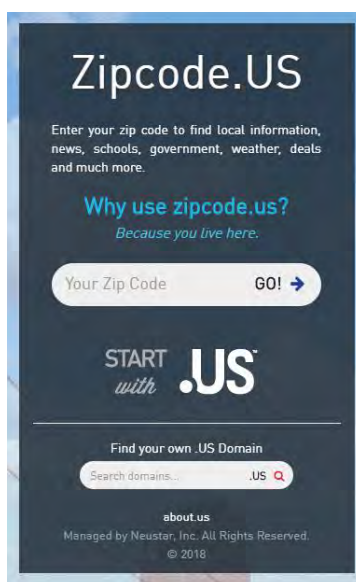

Figure 25 – Zipcode.US

4.7.9   Earned Media

Efforts around earned media include relationship building with usTLD Brand Ambassadors, community engagement on social media channels, and publicity mentions in media outlets. Earned media amplifies the usTLD brand voice in a credible form to target audience segments without needing to use paid media channels.

With a growing distrust of brands and paid advertisements, third-party endorsements provide credibility and offer favorable promotion of the usTLD brand among various networks. Positive publicity is gained through ongoing relationship development efforts with influencers, bloggers, and news media sites, as well as through thought leadership efforts in support of our target markets, such as educational content offerings on topics such as website management, search engine optimization, and online promotion.

4.7.10 Paid Search

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Targeting offers a personalized message, to a certain audience at a specific point in time, but the user may or may not be ready to take the step in launching their online presence. To guarantee the usTLD is part of the selection process when they do, advertising takes a tiered approach, leveraging re-marketing efforts for recency, evergreen campaign assets to run year round, and paid search to drive bottom of the funnel traffic.

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Consumer searches signal a bottom-of-the-funnel activity, as the user is actively seeking out information to complete a task in that moment. Paid search campaigns focus on a select group of keywords with compelling ad copy to capitalize on these in-the-moment searches, and drive interested users to the www.about.us site to search for their ideal domain.

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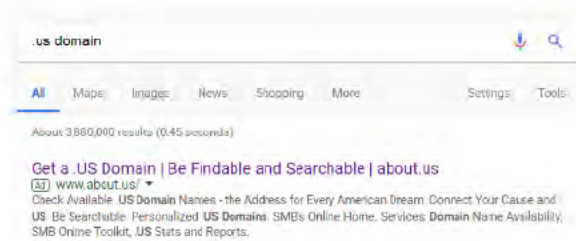
Figure 26 – Paid Search

4.7.11 Programmatic Advertising

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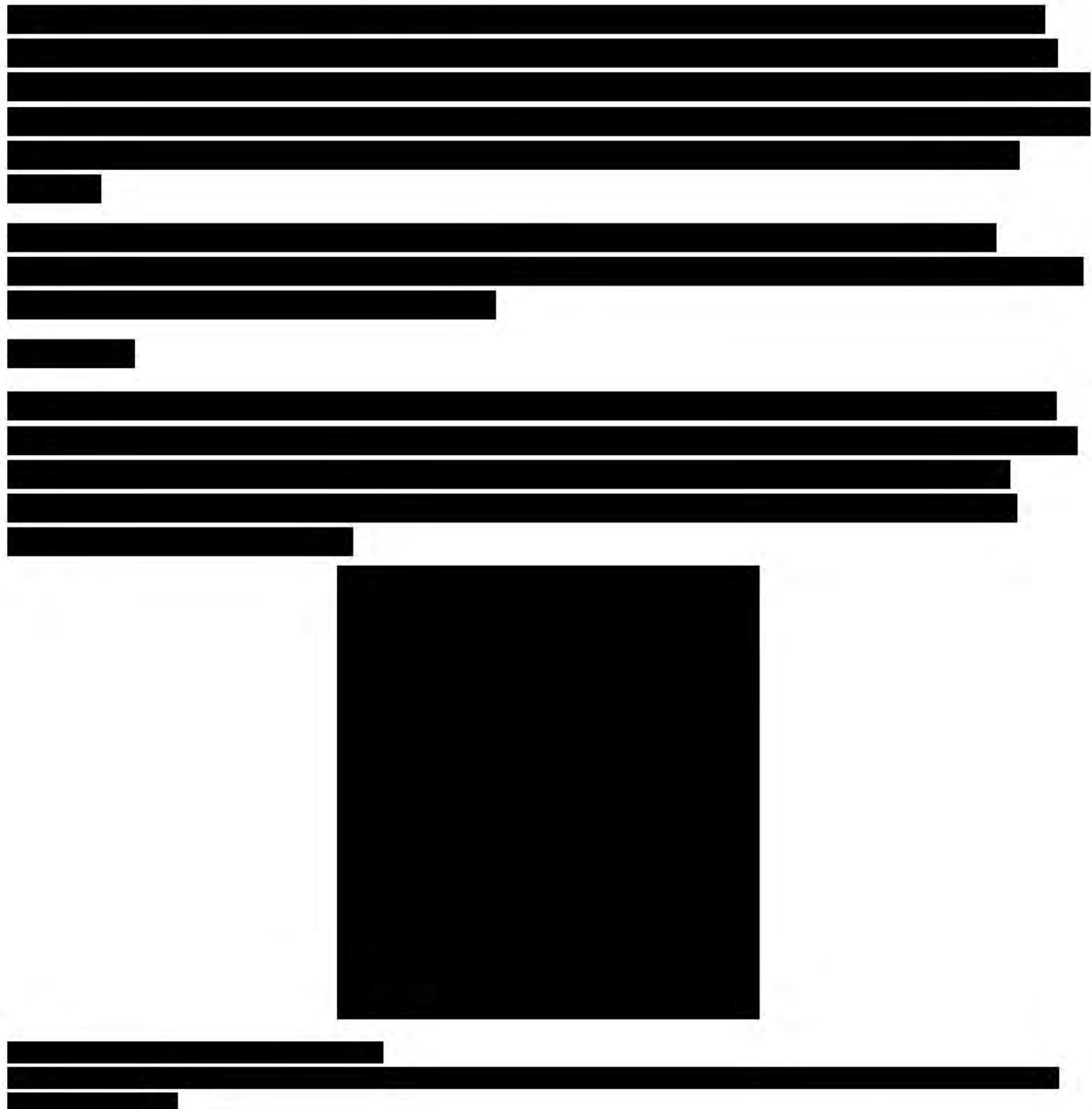
[REDACTED]

4.7.12 Video Marketing

YouTube Channel

The importance of video as part of an integrated marketing strategy has continued to grow. YouTube is the world's second largest search engine, after Google, and as such we believe is a critical channel for marketing and promoting the usTLD. As a result, we recently created the .US YouTube channel and are producing and promoting videos to the usTLD audience target segments.

Figure 29 – .US YouTube Channel

Studies show videos produce the highest brand recall when compared to other advertising mediums and when leveraged as part of a holistic strategy, are one of the strongest marketing tools to drive awareness, consideration and conversion.

The Story of .US Video Marketing Campaign

With every video we produce it's our goal to craft a message that feels unique and memorable. We started video marketing for the usTLD during the Kickstart America campaign in 2012-2013, with this video showcasing the stories of several usTLD small business owners: www.youtu.be/Qs1csSOts8Q.

Since that time, we have honed our video marketing capabilities, and are excited about the 2018 launch of The Story of .US video marketing campaign, an ambitious seven-part video series of micro-documentaries that showcase the stories of six distinct usTLD customers who have proudly built their web presence on the usTLD.

The Story of .US campaign launched in August of 2018, with the flagship Story of .US compilation video, which can be found both on the www.about.us website and on our dedicated YouTube channel here: www.youtube.com/channel/UCRuDvpjw1VG3i9o_nNY1x0w. The compilation video showcases a mash up of a series of unique usTLD customers and tells their stories through brief personal interviews.

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The first completed feature micro-documentary showcases an executive at video conferencing powerhouse zoom.us, one of the most well-recognized usTLD users in the world. In the video, Zoom's "Chief Happiness Officer," Heather Swan, explains that they chose the usTLD because "us" is all about collaboration – and collaboration is what video conferencing is all about.

You can see the zoom.us feature video here: www.youtu.be/d1T-k5ukpPk.

Figure 30 – The Story of .US Campaign Video Stills

Neustar's Unique Competency in Video Marketing

[REDACTED]

Neustar has a proven record of high impact video marketing capabilities, spanning all uses throughout the customer journey, which we have used on behalf of the usTLD – and many of our other TLD clients. In addition to our dedicated, in-house marketing team, we have direct access to exclusive vendors and crews who are tops in their respective fields, with demonstrated expertise in the following areas:

- Content development;

- Scripting;

- Sound design and audio mix;

- Voice over/recording;

- Music licensing; and

- Stock photo and video licensing.

We are confident in asserting that no other Registry provider in the world has the demonstrated skill and expertise to produce the same consistently high quality, high-impact video marketing campaigns that Neustar has produced over and again.

Below are some examples of videos Neustar has produced on behalf of both ourselves, and other TLD clients – including .co, .sydney and .melbourne, which should provide an indicator of the power of this form of marketing and promotion – and our unique competency in this field.

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.co	
Your Big Idea – Super Bowl Commercial	www.today.com/video/go-daddy-super-bowl-2013-ad-your-big-idea-co
Loadout.co case study	www.youtu.be/cnYsuObPQmc
NWC.co case study	www.youtu.be/CBkfDAVZ_4g
Bunmee.co case study	www.youtu.be/yZMoplA00bI
Introducing .CO	www.youtu.be/Etz5dtmfMcc
.melbourne	
Melbourne Festival case study	www.vimeo.com/155471713
Dexter's restaurant case study	www.vimeo.com/155471708
Melbourne Vet case study	www.vimeo.com/155471709
Local Honey case study	www.youtube.com/watch?v=5WKKS-zrjgc
.sydney	
Luna Park case study	www.vimeo.com/155471714
Kung Fu case study	www.vimeo.com/155478815
What's On Sydney? Case study	www.youtube.com/watch?v=3aCpJNj6qJI
Solace Hair case study	www.vimeo.com/281751807/65bd34971c
Neustar	
UltraDNS 20th Anniversary	www.youtu.be/Fwd5VtZk6RE
The Connected World	www.youtu.be/Ja0f3Cmt-lo
ANA Masters of Marketing	www.youtu.be/fYSpT51XhS4
Customer Attribution Platform	www.youtu.be/1FPpDVPhmHw
Neustar's IP Intelligence	www.youtu.be/Vtkz6cJi_ZM

4.7.13 Content Marketing

In today's competitive landscape, with so many TLDs being available and vying for business, it is critical to differentiate the usTLD in the marketplace. Having content marketing at the heart of the usTLD digital marketing strategy is essential to achieving this result.

Content marketing helps us to connect and engage with the usTLD audience, build brand awareness and trust, and convert leads to registrations. When customers read our branded content, they start to develop an opinion of the usTLD brand. If the content that they find is engaging, educational, and valuable, then they start to think the same things about our TLD.

Whether it is writing blogs, creating website copy, or writing social media updates, Neustar prides itself on having a robust and integrated content marketing engine. We recognize how important content marketing is for the usTLD and have made it a key component of our marketing strategy. We maintain a rolling content calendar and have a team dedicated to planning the strategy, understanding the audience and developing the content in order to provide a service that is second to none.

Business owners rely on content resources to help navigate the ever-changing digital landscape. The www.about.us website hosts a variety of educational information including tips for choosing a domain name, pros and cons of website builders, and website management from SEO to social media tips. High quality content is crucial to the success of the website as it helps retain visitors and encourage high rankings on search engines. The content calendar is strategically planned in advance and is informed by research on key usTLD target communities,

what they are interested in, what they are searching for and what they need. Content is planned to correspond with different initiatives throughout the year, and is supported through paid sponsored content opportunities.

The reality is that much of the general public is still unfamiliar with domain names, outside of legacy domain extensions such as .com, .net and .org. Those considering alternative domains still question how it will affect their search engine optimization (SEO) and rankings. Even those convinced to register a .us domain name are often confused that registering a domain name is not the same thing as building and launching a website. Our content efforts help to educate customers and prospects, and overcome any objections and concerns they may have. Neustar has focused on curating a steady drumbeat of content providing educational and informational tips to help educate customers and prospects, and overcome any objections and concerns they may have.

Here is a representative list of recent custom content that Neustar has produced on behalf of the usTLD:

Date	Article
02/14/2017	How "Couplepreneurs" Make Each Other Better
03/16/2017	3 Reasons Why Couples Should Create Their Own URL
03/29/2017	Why .US is the New Place for Grassroots Movements Online
04/24/2017	Getting a Small Business Online is Easier Than You Think — Here's What You Should Know
06/16/2017	3 Mistakes to Avoid When Registering a Domain Name
06/16/2017	6 Tricks to Make Your Small Business Website More Engaging
06/19/2017	8 Tips to Help Search Engines Find Your Small Business Website
06/19/2017	How to Drive Traffic to Your Website
06/20/2017	How to Master Lead Generation
06/20/2017	Social Media Strategies: Why Your Business Needs to Get Social
06/21/2017	Hashtags and Domain Names: What You Should Include When Promoting on Social Media
06/22/2017	Getting the Word Out: Promotional Materials for Your Business
08/18/2017	How to Write Meta Tags Like a Pro
10/10/2017	Internet Safety: Strategies for Protecting Your Kids Online
11/10/2017	Giving Back: 3 Organizations Transforming Veterans' Lives
11/27/2018	Family Websites are More Personal and Accessible Than Facebook
12/05/2018	Get a Branded Email Address for Your Business. It Matters.
12/22/2018	A Wedding Domain Your Family and Friends Can Remember
02/07/2018	Why Your Word-Of-Mouth Business Needs a Web Address
03/28/2018	7 Wacky Businesses Ideas That Worked
05/01/2018	How to Choose the Right Domain Name for Your Small Business
05/15/2018	15 Free Online Resources to Market Your Small Business
05/22/2018	10 Easy Ways to Improve Your SEO Rankings With Minimal Effort
06/07/2018	9 Mistakes That are Ruining Your "About Us" Page
06/25/2018	5 Email Templates to Advance Your Career and Get Results
07/01/2018	The Ultimate .US Road Trip with Internet Insider Dustin Phillips
07/05/2018	5 Myths about Getting Your Small Business Website Up and Running
08/08/2018	Landing Page Essentials: Tips for Creating Pages that Work
08/20/2018	On a Budget? Here are 5 DIY Tips to Grow Your Business Online

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Neustar's Unique Competency in Content Marketing

Neustar has a proven record of effective content marketing, both on behalf of the usTLD – and for many of our other TLD clients. In fact, we have a dedicated in-house team that works exclusively on producing high-impact, relevant content for consumers.

We are confident in asserting that no other Registry provider in the world has the demonstrated skill and expertise to produce the same consistent high quality, high-impact content marketing campaigns that Neustar has produced over and again.

Here are some examples of content that Neustar has produced on behalf of both ourselves, and other TLD clients – including .nyc, .co, .melbourne, .sydney, .tel and .biz – which should provide an indicator of the power of this form of marketing and promotion, and our unique competency in this field.

.nyc	
Date	**Article**
01/30/2017	Hottest item at the 2017 NYC Fashion Week? Runway .nyc Domain Names
02/7/2017	The One Thing That Will Get you Noticed This Fashion Season
02/15/2017	The 3 Reasons Why All Fashion Retailers Love Instagram
02/22/2017	Next Generation NYC RTW Retailers Can Beat Fast Fashion in the Online Game
03/01/2017	Fashion Domains are Hot in the City
04/06/2017	Why You Should Grab a .nyc Domain to Make Your Business Standout
07/25/2017	RETHINK LOCAL: DISCOVER NYC THIS SUMMER
08/04/2017	The New Yorker's Guide to .nyc
08/21/2017	Rethink Local: How Businesses and Local Communities Connect
09/05/2017	Rethink Local: Spotlighting Local Community Efforts for NYC, on .nyc.
09/11/2017	Best of the Boroughs: Celebrating the community that makes NYC, on .nyc
10/23/2017	SEO & Marketing Your Business on .nyc
11/20/2017	Best of Boroughs Contest Recap: Learn What Happened, Discover Who Won
12/11/2017	Amplify Your Brand Visibility with .nyc
12/21/2017	History Has Its Eyes on You .nyc, a Look Back at Year 3
02/05/2018	Chatting with ApartmentValue.nyc
02/19/2018	Chatting with Rab's Country Lanes
03/04/2018	Best of the Boroughs: New Day Church
03/15/2018	Best of the Boroughs: Maker Park Radio
04/02/2018	What Does Your Domain Name Say About Your Business?
04/30/2018	Best of the Boroughs: Laurelton
05/25/2018	.nyc Privacy & Data Security Updates
06/07/2018	Best of the Boroughs Brooklyn: JustFix.nyc
06/13/2018	Best of the Boroughs Manhattan: Sideways.nyc
.co	
Date	**Article**
03/03/2017	Top 3 Hurdles Female Entrepreneurs Face When Looking for Funding
03/03/2017	What it takes to be a female entrepreneur
03/03/2017	5 Traits of Highly Successful Female Entrepreneurs
03/18/2017	Mentors Matter for Entrepreneurs: Here's Why and How to Get One
03/18/2017	5 Women Who've Shaped the History of Computing

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04/06/2017	A Remarkable Female Entrepreneur Sheds Her Ostrich Tendencies to Find Success and Happiness
04/17/2017	20 Best Tools and Resources to Get Your Startup Off the Ground in 2017
05/04/2017	.CO Icons & Innovators: Kay Koplovitz
05/19/2017	Why the Tech Industry Needs More Women and What to Do About It
06/29/2017	Give Your Girl Grit: Advice from Experts for Raising a Strong, Entrepreneurial Woman
07/14/2017	Why Entrepreneurs Really Need to Take a Yearly Vacation
07/31/2017	5 Books Every Entrepreneur Should Read This Summer
10/16/2017	7 Female Tech Industry Trailblazers Who Inspire Us
10/25/2017	4 Tips to Make Your Next VC Pitch Stand Out
11/12/2017	12 Amazing (and Free) Design Tools for Entrepreneurs
11/13/2017	.CO Icons & Innovators: Natalie Kaminski & Ksenia Bolobine
11/13/2017	10 Startup & Small Business Statistics to Be Hopeful About
11/14/2017	15 Quotes from Influential Entrepreneurs to Inspire and Motivate You
11/15/2017	The Secrets to Building a Great Startup Network
12/06/2018	10 Great Gift Ideas for Techies in 2017
12/13/2018	Technology Trends That Will Dominate 2018
02/06/2018	18 Apps for Entrepreneurs You'll Love in 2018
02/15/2018	Women and Men Have Different Leadership Styles — and Both are Good for Business
02/21/2018	.CO's Icons and Innovators: Vicky Law
02/26/2018	.CO's Icons and Innovators: Vera Wang
02/27/2018	Be .COurageous with GoBaby's Natalie Kaminski and Ksenia Bolobine
02/27/2018	Be .COurageous with Go Live HQ's Promise Tangeman
02/27/2018	Be .COurageous with Springboard's Amy Millman
02/27/2018	Be .COurageous with Heymama's Katya Libin
03/05/2018	Every Female Entrepreneur Should Know about These 15 Resources
03/14/2018	8 Tech and Science Innovations You Didn't Know Were Dreamed Up By Women
03/28/2018	These 12 Quotes from Successful Women Will Inspire You
04/01/2018	.CO's Icons and Innovators: Yijia Chen
04/12/2018	How to Beat Entrepreneurial Burnout Before It Strikes
04/23/2018	7 Organizations Working on Closing the Tech Gender Gap
05/04/2018	What's the Best Way to Nail Your Pitch? Tell a Great Story
05/22/2018	.CO's Icons and Innovators: Jennifer Yang
05/25/2018	We've Got You .COvered
06/08/2018	Hack Your Week: 7 Time Management Tips for Optimal Productivity
07/04/2018	.CO's Icons & Innovators: Brad Li
07/30/2018	Want to Be Successful at Content Marketing? Read This First
07/30/2018	Thinking of Starting a Side Hustle? Here's How to Get Started

.tel	
Date	**Article**
05/09/2017	Meet the New .tel
01/04/2018	Why Your Word-Of-Mouth Business Needs a Web Address
03/06/2018	How to Choose the Right Domain Name for Your Small Business
5/17/2018	How to Choose a Domain Name that Builds Your Brand
7/06/2018	Why Every Entrepreneur Needs a Branded Business Email

.sydney	
Date	**Article**
02/13/2017	.sydney turns two!

05/05/2017	Fat Panda makes its mark in Sydney
05/05/2017	VIDEO: How to create a memorable call-to-action like www.whatson.sydney
05/11/2017	Missed out on your dream web address? New domains are offering new hope
05/18/2017	Stuck in the Middlebar with you
05/25/2017	Historic choir in tune with the latest digital marketing trends
06/01/2017	City of Sydney one step ahead in digital marketing
08/16/2017	Why half of all businesses are missing out on potential customers
09/05/2017	Historic Castlereagh Hotel has the best address in town
09/27/2017	Experience Sydney this spring: September Showcase
10/09/2017	15 free online resources to market your small business
11/21/2017	What domain names tell us about the same-sex marriage vote
11/22/2017	The top 5 Sydney coastal walks
11/30/2017	November 2017 Showcase
12/18/2017	December 2017 Showcase
01/18/2018	Get productive: 6 simple steps to help you accomplish more
01/24/2018	Be the face of your brand and get better at public speaking in 9 easy steps
01/31/2018	January 2018 Showcase
03/28/2018	How to choose the right domain name for your small business
04/30/2018	April 2018 Showcase
05/04/2018	When you shouldn't do it all: 5 times outsourcing is best for your small business
06/19/2018	Give your digital presence a refresh this end of financial year

.melbourne

Date	Article
06/15/2017	BMW Melbourne drives web traffic straight to the right place
07/26/2017	Carving out a new brand and getting inside.melbourne
08/16/2017	Why half of all businesses are missing out on potential customers
09/05/2017	A tour of Melbourne's finest cuisine
09/22/2017	Why foodies flock to .melbourne: September Showcase
11/21/2017	What domain names tell us about the same-sex marriage vote
11/29/2017	Is your startup ready for a crisis?
11/30/2017	November 2017 Showcase
12/18/2017	December 2017 Showcase
01/18/2018	Can a Facebook page replace your business's website? Here are 6 reasons why it shouldn't.
01/31/2018	January 2018 Showcase
02/09/2018	Thinking of starting a side hustle? Read this first.
02/27/2018	18 apps to help grow your local business and get noticed online
04/30/2018	April 2018 Showcase
05/17/2018	Stay warm: 6 of Melbourne's cosiest pubs for winter
06/18/2018	Watch: How this local business used two words to perfectly describe their product

.brands and Neustar Registry

Date	Article
01/17/2017	Google uses its .brand to commit to going green
01/18/2017	Brand TLDs vs .com: why the world's biggest brands are making the switch to their own web extension
02/08/2017	WEBINAR: Hear about .brands from ClickZ, Neustar, Major League Baseball & VaynerMedia
02/20/2017	AFL Women's Trailblazing In Digital As Well As Women's Sport
02/23/2017	Part 1: How vanity URLs & a .brand TLD could supercharge your SEO
02/23/2017	Could a vanity URL strategy with your .brand be the key to supercharging your SEO?

02/27/2017	Part 2: How vanity URLs & a .brand TLD could supercharge your SEO
03/01/2017	Part 3: How vanity URLs & a .brand TLD could supercharge your SEO
03/15/2017	Answering your brand TLD questions
03/20/2017	Explore brand TLDs with the Stats Hub
03/20/2017	A new way to explore .brand domains
04/11/2017	How should I present .brand domains in advertising?
05/08/2017	Part 2: How should I present .brand domains in advertising?
05/22/2017	Another future-minded .brand site from Google
05/30/2017	Why this domain name expert has stopped talking about domain names
07/10/2017	.brands Spotlight: Automotive industry
07/17/2017	Mid-year .brands review: 2017 off to a brilliant start
08/06/2017	.brands Industry Report: Everything you need to know about .brands [August 2017] - page only
08/16/2017	.brands Spotlight: Banking and Finance
09/14/2017	.brands Spotlight: Google
09/28/2017	The story of a video
10/03/2017	Amazon Web Services Targets Startups and Creators With .aws
10/06/2017	Social Media Experience Guide - page only
10/10/2017	Will October be our biggest month yet for .brands?
10/19/2017	Did you ever stop to think what the 'link' is all about?
10/25/2017	.brands Spotlight: Insurance industry
11/21/2017	.brands Spotlight: Audi
11/21/2017	Think global, act local: Geo-targeting & your .brand
11/29/2017	How a .brand can help secure your social links
12/04/2017	Neustar evolves its digital brand unveiling home.neustar
12/07/2017	Five reasons to use your .brand in social media
12/12/2017	.brands Spotlight: Manufacturing industry
12/18/2017	Top 10 .brand moments of 2017
01/25/2018	Three predictions for .brands in 2018
02/11/2018	.brands Spotlight: Neustar
02/20/2018	The .neustar Launch Guide
02/21/2018	Introducing the .neustar Launch Guide
03/06/2018	Experience 'a Walk in the Shoes of a Registry Operator' at ICANN 61
03/22/2018	.brands Spotlight: France
04/05/2018	.brands Industry Report: Everything you need to know about .brands [March 2018]
04/10/2018	How Audi's .brand approach aligns with its tech-driven business strategy
04/30/2018	How .brands can contribute to real business objectives
05/11/2018	.brands Spotlight: Germany
06/06/2018	'Evolved link' Part 1: What actually is a link?
06/13/2018	Evolved link' Part 2: Why your links must be branded in future
06/21/2018	Evolved link' Part 3: Branded links in action
06/18/2018	Google engineer Ben McIlwain on why HSTS could be a perfect fit for .brands security
08/01/2018	Don't think new gTLD domain names can rank well? Think again
08/20/2018	.brands Industry Report: Everything you need to know about .brands [August 2018]

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4.7.14 Performance Metrics

To ensure the usTLD brand remains relevant over the next contract term, Neustar will continue to test and measure performance leveraging in-house tools that report on traffic metrics, domain searches, engagement stats, conversion rates and final registrations. It is essential that creative and targeting strategies are updated as-needed based on methods driving the best results.

Our strategic framework focuses on awareness and engagement to drive .us user registrations.

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4.7.15 Strategic Partnerships

Partnerships and sponsorships play a vital role in reaching usTLD end-users in the moment and through a credible source. Neustar has put in place a variety of long-term partnerships and one-off sponsorships that provide valuable consumer marketing opportunities to drive awareness, growth and use of the usTLD, and help support channel distribution efforts.

As part of our efforts to expand the usTLD target market beyond small business owners, our partnership and sponsorship efforts often tap into a broader, tech savvy, civic minded demographic. Partnership efforts typically explore creative alternative distribution channels where a .us web address can be attached to a defined web presence for targeted audiences and communities applicable to a specific need.

Neustar works with United States based programs and agencies to support hackathons and digital programs with special promotions, such as free domain scholarships for attendees. Free .us domain names are typically provided to program participants at "the point of inception," that is, in the moment where ideas happen – such as during a hacking competition.

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Neustar will continually seek partnerships that engage with new audiences to extend the usTLD local relevancy and reach, as well as serve as alternative channels for distribution of the usTLD.

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Wherever possible, we will continue to build on and grow each of these partnerships on behalf of the usTLD in the future.

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4.7.16 Channel Distribution

While Neustar's consumer marketing strategies seek to influence users to help educate them to make a purchase, Neustar's Registrar Relations Team works to drive programs, campaigns and promotions directly at the point of sales and renewals. The Registrar Relations Team is comprised of industry veterans with over 40 years of combined experience in the Registry, Registrar and domain names related industries.

The Registrar Relations Team is responsible for being the primary point of contact for usTLD accredited Registrars and ensuring that their day-to-day business needs are met. The Registrar Relations Team is also in charge of working with the Registrars to implement marketing and advertising programs at the point of sale and for finding creative ways to help grow the usTLD space by offering value-added services that benefit usTLD registrants.

In its mission to grow the usTLD space, Neustar's Registrar Relations Team not only works with Registrars, but also with resellers, hosting providers, web-developers and other non-traditional distribution channels such as Chambers of Commerce and Small Business Associations. Implementing usTLD marketing programs for the channel is not a one size fits all. Registrars, resellers, hosting providers and other non-traditional distribution channels all have different types of business models and different types of customers that require the Registrar Relations Team to customize marketing and advertising programs based on the profile of their customer base and their own business model.

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Over time through trial and error, we have learned that the most effective way to grow distribution through the channel is by creating a steady drumbeat of ongoing promotional messaging and awareness of the usTLD at the point of sale, with a host of different distributors, and during all different time periods.

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We also work one-on-one with Registrars with big ideas for expanding and promoting the usTLD namespace. For example, in August 2016, we supported an initiative by GoDaddy which involved a two month long advertising campaign throughout the malls of America which featured an ad that said: "Your website tells them where you're going. The .us tells them where you're from."

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Neustar will continue to leverage our extensive distribution network to connect the usTLD with Registrars and their resellers for deeper penetration of the usTLD. We will also continue to identify and review potential alternative distribution channels to grow usTLD domain name registrations in the future.

4.7.17 Kids.us

As of July 27, 2012, as noted in the Kids.US Amendment and reconfirmed by the recommendations of Kids.us Education Advisory Committee and the usTLD Stakeholder Council and subsequent contract modifications, the kids.us namespace has been suspended and is no

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longer used as a commercial namespace available to end users. Neustar's efforts to promote awareness and increase registrations in the kids.us namespace, prior to its suspension are discussed in Section 9 – 'Kids.us Second Level Domain Functions'.

While the kids.us namespace is currently suspended, Neustar has never been more committed to building the usTLD namespace in a manner that supports the education and personal development of kids of every age. During the past several years, in fact, Neustar has launched and supported a host of community initiatives from STEM education programs, to coding camps, to domain name scholarships for hackathons, in an effort to help inspire and educate kids to become responsible digital citizens who understand how to harness the power of technology in their lives and careers. See Section 9.1 – 'Rejuvenation of the kids.us Space' for our proposal to rejuvenate the kids.us namespace.

Some of the programs we are proud to have instituted over the past five years to support kids to better navigate the global digital landscape include are described below. As you can see, our commitment to supporting kids is meaningful and measurable.

In the years ahead, we are committed to our efforts to support kids through STEM education and digital literacy, which Neustar will achieve through the increased marketing investment proposed in this response. Toward this end, some of the partnerships we are exploring entering on behalf of the usTLD in the next 12-24 months to support kids are referenced above in Section 4.7.19 – 'Marketing, Promotion and Partnerships During the Next Contract Term'.

My Connected World

In 2013, Neustar launched a web-based 'My Connected World' digital literacy and Science Technology Engineering Math (STEM) program, in partnership with EVERFI, an education technology innovator. The purpose of the My Connected World program is to open students' eyes to careers in STEM that will enable them to use technology safely and effectively as they navigate the world through high school, in college and in their future careers.

My Connected World is an interactive, web-based course that combines the power of cutting-edge instructional design, rich media and real-world simulations to educate teens about technology and careers using gaming and other engaging tools. The course is a core pillar of Neustar's Corporate Social Responsibility (CSR) program dedicated to driving STEM education, women in technology, diversity and inclusion and sustainability in the communities where our employees work and live.

> *"We've had a long-standing multi-tiered partnership with Neustar. Not only are they a proud partner of Everfi's Digital Literacy program, they also provide .US domains to our My Connected World alumni across the nation. They are committed to educating America's youth and transforming communities, just as Everfi is."*
>
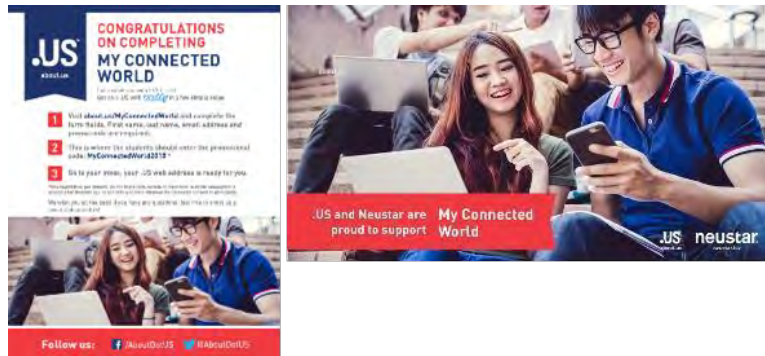> **Alina Hamden, Senior Director, Global Partnerships, Everfi**

Figure 35 – My Connected World Participants

We believe that by encouraging students to excel in STEM and introducing them to STEM-related career options, My Connected World can bolster their long-term interest in pursuing a STEM career. The online course has reached more than 1,600 classrooms across Virginia, California and Kentucky, all at no cost to schools. As of June of 2018, the My Connected World program celebrated reaching 180,000 middle school students. In 2018, we also expanded the partnership to offer a .us domain name and website builder to every program participant, in conjunction with our accredited Registrar partner, Weebly.

Year Up Program

███ Neustar has sponsored almost 50 students in Technology and IT support internships including Software Quality Assurance, IT Service Management, Help Desk, Audio Visual, Unified Communications, Network Operations Center (NOC) and recently expanded internships to include Corporate and Product Marketing.

Twenty percent of the interns were able to continue as fulltime employees following completion of their internships. ██

Neustar is committed to Year Up, and to the concept it promotes, since it helps close the opportunity divide by making it possible for young adults, who might not otherwise have had the chance, to develop crucial workforce and STEM skills.

Coder Dojo NOVA

Coder Dojo is a movement oriented around running free not-for-profit coding clubs for young people in Northern Virginia. At Coder Dojo NOVA, young people learn how to code, develop websites, apps, programs, games and more. CoderNova is set up, run by and taught at by volunteers. CoderNova makes development and learning to code a fun, sociable, and cool

experience. CoderNova also puts a strong emphasis on open source and free software, and has a strong network of members and volunteers globally.

Neustar has been a corporate sponsor of Coder Dojo NOVA for three out of the past five years, making our facilities available to host Coder Dojo events, with our employees serving as mentors and trainers to the participating children. We continue to support the mission of Coder Dojo and are looking forward to supporting future Dojos.

Figure 36 – Coder Dojo NOVA Participants

4.7.18 Privacy Policies

The prohibition of proxy/privacy services and/or anonymous domain name registrations has been identified by usTLD stakeholders as a key issue suppressing domain name registrations in the usTLD, while other TLDs in the marketplace that allow certain privacy services do not face the same limitations. We believe that permitting certain kinds of registrants to use accredited and accountable privacy/proxy services under certain circumstances would facilitate increased use of the usTLD space by individuals who are legitimately concerned about their privacy, without compromising user accountability.

As detailed in Section 5.6.2.2 – 'Recommendations on Revisiting the Proxy Registration Ban', Neustar developed the .US Privacy Services Plan in consultation with the usTLD Stakeholder Council, and has submitted this plan to the Department of Commerce; we forward to working with the DOC/NTIA to move forward with implementation in the upcoming contract term.

4.7.19 Marketing, Promotion and Partnerships for the Next Contract Term

For the past 17 years, Neustar has delivered a safe, secure, credible namespace for the usTLD; while at the same time promoting awareness, brand usage and increasing registrations. Navigating the rapidly changing internet landscape, while simultaneously managing ongoing branding and promotion efforts, policy protocols, technical updates and channel partnerships, is a unique, proven skillset that Neustar is proud to provide in support of the usTLD.

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Through partnerships, Neustar has been able to introduce the usTLD to organizations that support the United States internet community at the local level. We have also been able to reach highly engaged, tech-savvy audiences and to drive brand affinity for the .us domain name. ██
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In consultation with the Stakeholder Council, we will seek to forge paid partnerships that are heavily focused on promoting STEM education and digital literacy for kids. ████████████
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In addition to supporting kids, we are committed to significantly boosting our existing support of Veteran entrepreneurs. ████████████████████████████████
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On top of deploying our proven, successful evergreen marketing campaigns, we will also continue to innovate with new marketing and promotional efforts to ensure for the sustainable growth, use and development of the usTLD. ██████████████████████████████
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We will also be able to create a steady drumbeat of video micro-documentaries that showcase our vibrant community of users, similar to the recently launched "The Story of .US" campaign, which can be viewed here: www.about.us/whos-on-us.

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While increasing the number of domain registrations will always remain a focus, during the next contract term our investments will largely focus on community development and driving meaningful, committed usage of .us domain names. We believe that nothing is more important than creating an engaged, vibrant community of individuals and businesses who are building the future on .us domain names. Toward this end, we will work closely with our 223 Registrar partners to invest in additional placements and campaigns to inspire domain usage and renewals.

During the next contract term, Neustar will continue expanding our target market, refining our brand messaging, implementing creative marketing campaigns, engaging our community via social media, tapping into effective marketing vehicles like paid search and programmatic advertising, engaging Brand Ambassadors, and partnering with innovative organizations that can help us to spread awareness and inspire use of the usTLD.

Lastly, we plan to invest in market research to better facilitate our work with the usTLD Stakeholder Council and support key community priorities, such as future partnership initiatives, best practice research, and community development efforts, including how best to support kids in the usTLD namespace.

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4.8 Registrar Support

C.4.2 (ix) Develop and distribute to registrars provisioning protocol software and procedures to facilitate a secure and efficient interface with the usTLD registry and provide technical support to such registrars;

Neustar works collaboratively with Registrars to provide a suite of services that support operational and business requirements. Registrar services are introduced or updated in line with changes that come about due to policy or technical developments. Importantly, services are regularly assessed to ensure they exceed industry standards, and meet contractual obligations and the specific requirements of each entity. Service implementation is the result of frequent consultation with stakeholders, and as a response to Registrar feedback.

One of the major components of Registrar management is providing the technical support required to ensure a Registrar's operational requirements are met. The role of technical support encompasses a broad range of services including the Customer Support team, domain name management, development guidance, Registry Web-based Interface training, Registrar accreditation and data enquiry.

4.8.1 Registry Customer Support Team

Neustar's 24/7 Registry Customer Support team of 15 employees is the central point for all communication between Registrars and Neustar. This includes communication from:

- Neustar to Registrars to inform them of tasks they are required to complete as part of on-boarding and testing, and provide assistance should they require it; and

- Registrars to Neustar for support of a technical nature for such things as EPP usage, access certificate renewal, and general enquiries regarding the Neustar Registry in general or regarding topics related to a specific TLD such as registration policy.

At present a Registrar may contact the Customer Support team by using the web, phone or email.

4.8.2 Web Support

Neustar uses Salesforce as the Customer Support team application to record and track all Registrar support requests. As part of the on-boarding process, a Registrar is required to nominate authorized contacts, who will receive a login to Salesforce. Each approved user is provided with access to Salesforce, where they can:

- Raise support requests for general inquiries, technical support, policy questions, etc.;

- Track support requests associated with their account, both that they have created and that have been created by the Service Desk on their behalf. This includes identifying the Service Desk employee who has been assigned the request and detailing the history of the request; and

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- Update existing support tickets associated with their account. This includes being able to add comments to a request and update associated attributes such as priority.

4.8.3 Phone Support

Neustar provides phone support for Registrars on a 24/7 basis.

Registrars are required to nominate authorized contacts and, for security reasons, each contact must provide a passphrase to be used when contacting the Customer Support center. This information is recorded against each individual's profile in Salesforce, which the Customer Support team employee refers to when receiving a Registrar's call.

If a phone call results in additional action, a support request will be created in Salesforce on behalf of the caller for tracking purposes.

4.8.4 Email

Registrars are provided with a specific email address (reg-support@support.neustar and dotus@support.neustar), to which they can send emails from any authorized contact. If an email requires additional steps to resolve, a support request is created in Salesforce for tracking purposes.

4.8.5 Support Availability

All support interfaces (web, phone and email) are available 24/7 and are provided in English and Spanish.

4.8.6 Registrar Resources

Neustar provides a support site (www.registrardocs.neustar) for Registrars which provides critical documentation for interfacing with Neustar and guides detailing important information for conducting transactions within the usTLD, and contains the following resources:

- User guides for:
  - Creating and tracking support tickets;
  - Registry business rules and EPP extensions (Registrar Reference Guide);
  - Suggested testing scenarios to test for specific functionality and business rules; and
  - Instructions to generate a Certificate Signing Request for EPP connectivity.
- Authorized Access Forms which are required to be filled out and submitted to Customer Support for approval;
- Upcoming Registry changes, e.g. when an upgrade is scheduled; and
- Upcoming maintenance schedules and Registrar impacts.

Access to the site requires a secure login, which is provided to Registrars during on-boarding.

During the upcoming contract term, Neustar is proposing to update and enhance this site to provide a comprehensive centralized Registry repository that is more user friendly and provides greater resources relevant to the specific Registrar user.

4.8.7 Registrar Toolkit

Neustar provides Registrars with a free EPP toolkit with helps Registrars integrate with the Registry system minimizing the amount of code that they will be required develop otherwise. The toolkit contains client-side libraries that implement the core EPP specifications, the domain, host and contact mappings of the specifications, and mappings for extensions operated by Neustar. Our toolkit is open source, able to be used freely and published on our GitHub page located here: www.neustar.github.io

In addition in supporting all based EPP commands and extensions, our toolkit supports all custom EPP Extensions implemented.

The Neustar toolkits is available in Java in source code and binary form, with full Javadoc documentation as well as examples and user guides. The toolkits can be used with any JVM language such as Java, JavaScript, jRuby, Jython, Scala and more.

In addition to our own toolkit, we also provide open source plugins for the Universal Registry / Registrar Toolkit, to extend that toolkit so that it supports all of the custom Neustar EPP functionality.

4.8.8 Registry Web-based Interface Training

Neustar offers Registrars onsite or offsite Registry Web-based Interface training to facilitate effective domain name management. Neustar can provide a dedicated Customer Support team member to assist a Registrar, or Registrar group, maximize their capabilities and efficiencies.

4.9 Delegated Manager Compliance Monitoring

C.4.2 (x) Perform annual technical compliance monitoring of locality delegees, and continually access zone file information for sub-delegees to compare the results with the centralized usTLD database to ensure the database is accurate and up-to-date;

Neustar performs, at a minimum, annual technical compliance monitoring of locality delegees, and continually accesses zone file information for sub-delegees to compare the results with the centralized usTLD database to ensure the database is accurate and up-to-date.

Delegated Managers are contractually obligated to permit the usTLD Administrator to inspect and download the zone file information of each of their delegated domain names. This is designed to ensure that the usTLD Administrator has current information on each of the sub-delegations for the purpose of maintaining an accurate record of registrations, and to ensure continued, uninterrupted service in the event the Delegated Manager is unable or unwilling to continue providing delegation services.

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To ensure that each Delegated Manager is in compliance with this requirement, Neustar performs frequent inspections of Delegated Manager zones to confirm that access is being permitted. This is accomplished through the use of an automated DNS crawler that systematically attempts to download the zone file data. In the event the crawler is unable to access a particular zone file, the Registry is alerted, the failure information logged, and a report of the failures generated. The Delegated Manager is then contacted and notified of the apparent breach and provided a reasonable time frame within which to cure the breach before Registry action is taken.

Scan for Lame Delegations

In addition to the contractual requirement concerning zone file access, the locality space has a prohibition against lame delegations. Delegated Managers must either use their delegations or relinquish them. We enforce this requirement using the DNS crawler described above; while attempting to download each zone file, the crawler also checks to determine if a domain name is properly delegated.

In the event a lame delegation is detected, we attempt to contact the Delegated Manager to verify the status of the domain name. If the Delegated Manager confirms that the domain is not in use or we are unable to communicate with the Delegated Manager after several attempts, the domain is pointed to a landing page with the contact information for contacting Customer Support. If, after 30 days, the Delegated Manager remains unresponsive, the domain is assumed to be no longer in use and deleted. Currently, the crawler generates a report of non-compliant domains on the 15th day of every month, which the Registry team uses to do follow-ups with the respective Delegated Managers to enforce compliance.

Create and Maintain a WHOIS Database

Delegated Managers are required to provide the Registry with accurate registration information on each of their sub-delegations. This data includes contacts and nameservers, and is stored in a locality database accessible via a WHOIS-like GUI query service (www.whois.us). Neustar's goal is to continue to work with Delegated Managers and registrants to ensure that all delegations and sub-delegations with active services are accurately captured and can be accessed through queries to the WHOIS service.

Maintaining an accurate database of all locality delegations and sub-delegations ensures that there is continuity of service in the event that a Delegated Manager is unable or unwilling to continue providing Delegated Manager services and the entire zone must be taken over by Neustar or another provider.

Figure 37 – Delegated Manager DNS Inspection Process

4.10 Customer Support

C.4.2 (xi)   Ensure customer support and satisfaction by implementing procedures, guides, training, and other methods, as well as maintaining an automated reporting of registrar and registrant interaction with the usTLD registry;

Neustar delivers unparalleled customer support services for the usTLD. Procedural guides and hands-on training from support employees, combined with the enhanced Registry platform capabilities for self-service provide intuitive user interactions for Registrars, registrants, usTLD locality-based customers and end-users with scalable transaction and reporting solutions that welcome the exponential growth potential of the usTLD.

Through the combination of our innovative customer interfaces and well-documented procedures, Neustar's exceptional customer service representatives provide the key element that seamlessly connects customers with the Registry infrastructure. The following section provides detailed outlines of the procedures, guides, training and automated reporting available to the usTLD customer base. It is the combination of these robust offerings that provide the world-class experience constituents have come to expect from Neustar.

4.10.1 Support Procedures

Neustar provides 24/7 support for usTLD operations. We will provide the same level of support during the upcoming contract term. This continuous support is available for all aspects of usTLD, including the non-commercial locality space.

We organize our support resources into three tiers:

Tier	Description
1	Receives customer inquiries, answers majority of questions, resolves standard issues
2	Provides infrastructure and application support, resolves necessary escalations from Tier 1
3	Provides software-troubleshooting support, resolves necessary escalations from Tier 2

Customers of all types typically interact with Tier 1 support, which liaises to Tier 2 and Tier 3 as necessary. For all system-wide infrastructure issues, our Network Operations Center (NOC) provides for coordination between tiers.

Registrars, Delegated Managers, registrants, and Internet users can interact with the Customer Support team by various means: telephone, email or web. In addition to providing a toll-free contact number, along with local contact and facsimile numbers, Neustar has also set up a web page (www.about.us/contact) where parties can submit comments, questions, and suggestions regarding the usTLD.

All Customer Support personnel (across all Tiers) have access to a centralized customer relationship management (CRM) system (powered by Salesforce software) for tracking service and customer issues, along with a centralized email system to monitor customer correspondence and requests. All members of the Customer Support team (Tiers 1, 2, and 3) are equipped with laptop computers, and management and on-call personnel maintain company-issued cell phones/pagers, so they can respond to inquiries and issues no matter where they are physically located.

Our current Tier 1 support team personnel have an average of over four years of Registry experience, managed by an employee with a decade of Registry experience. The team is composed of experienced professionals with excellent problem solving and interpersonal skills.

When contacted by a Registrar, Delegated Manager, registrant, or Internet user concerning an issue, the Customer Support specialist opens a ticket, and assigns one of four priorities. The ticket priority determines the process for addressing and escalation if it is not solved within defined time limits:

Priority Level	Description
P4	Questions, if unable to answer in real-time, provide answer within 24 hours.
P3	Service issue, with work-around, effecting one Registrar: if unable to solve at Tier 1, hand off to Tier 2 for resolution; solve in 8 hours or escalate.
P2	Service issue, lacking work-around, effecting one Registrar: diagnose and hand off to Tier 2 for resolution.
P1	Service outage effecting overall operations: immediate page of Tier 2 and Tier 3 on-call engineers and management.

While organized primarily to support Registrars and Delegated Managers, the Registry has an obligation to provide support for registrants and Internet users in general due to its additional role of being usTLD Administrator. The primary support organization for registrants and Internet users are Registrars, Delegated Managers or ISPs, respectively. Neustar, therefore, does not seek to interfere with the relationships that Registrars, Delegated Managers, and ISPs have with registrants and other Internet users.

Based on Neustar's experience in TLD operations, we have found that the Registry serves primarily as an enabler to assist registrants and Internet users in solving particular problems or, more importantly, to provide them with accurate information so they can contact appropriate entities for specific issues. Consequently, we place extensive focus on developing web-based FAQ documents and other information to help users help themselves (see Section 4.10.4 – 'Other Support Methods' below).

4.10.1.1 Quality Monitoring and Reports

The ticketing system allows for the generation of support reports to track the number of cases created, case comments, case emails, case owners, case contact roles, cases with solutions, length of time since the case last changed status or owner, and the history of cases.

Additionally, the ticketing system allows the loading of customer service levels and team KPIs. These are used to provide priority and status, including time keeping. The system automatically triggers case escalation rules that have time-dependent actions, and alerts are garnered for tickets approaching due status.

4.10.2 Guides

Our experienced Customer Support employees have helped and will continue to help with the most complex issues such as locality domain delegations, problem resolution, and Registrar accreditation and provisioning. In addition we provide a number of comprehensive guides to assist Registrars with their implementation and interaction with the Registry:

- Registrar Toolkit – provides Registrars with a high-performance EPP library for integration with the Enhanced Registry System;

- Registrar Toolkit Companion Guide – provides Registrars with additional information to assist them in working with our toolkit;

- Technical Requirements Guide – provides Registrars with explanations of how to perform technical activities required for (API) interfacing with the Enhanced Registry System for usTLD registrations;

- Registrar Reference Guide – provides Registrars with detailed information for doing business with Neustar, including how to set up their billing accounts, usTLD business rules, connectivity policies, billing policies, and a detailed description of the Registrar reports;

- The Registrar Web Portal Guide – provides step-by-step instructions on usage of the Registry web portal for Registrars , a secure web-based tool for managing objects in the Enhanced Registry System; and

- Delegated Manager Web Portal Guide – provides Delegated Managers with detailed information on how to use the Delegated Managers web portal to manage locality delegations and contact information.

4.10.3 Support Training

The Customer Support team has developed extensive internal training processes to ensure intimate knowledge and understanding of Registry operations and procedures. While employees are chosen on the basis of domain name management experience, the very nature of creating a Registry with operational procedures requires that all Customer Support employees are provided with substantial training and accreditation for providing support in the

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Neustar Registry environment. In this way, Neustar ensures extremely high levels of quality, consistent support services.

All customer support services are executed according to stringent guidelines and time frames as defined by the established service levels between the Registry and its customers. In addition, all Customer Support employees follow detailed escalation paths for unresolved issues, as summarized above in the priority level chart. Neustar works closely with Registrars, Delegated Managers, DOC/NTIA and ICANN best practices to develop service commitments and escalation paths to provide outstanding responsiveness and service levels to their customers.

In addition, Neustar technical personnel have an average of ten years of data-center operations experience, encompassing the high availability cluster technology, distributed database management systems, and LAN/WAN network management systems that are employed in the daily operation and recovery process. New hires and transfers to Neustar's TLD Registry operations are given extensive usTLD training and on-boarding. They subsequently receive on-the-job training on Registry operations, including high availability cluster management, database backup and recovery, and system and network management.

Neustar also provides a variety of corporate training programs for management and employees development activities. These also impart skills useful to customer support capabilities.

4.10.4 Other Support Methods

Registrants and Internet users can, and frequently do, use our email and telephone support capabilities. In most situations, we will resolve an issue on the immediate contact. If a caller identifies a problem with a particular entity, we escalate to the appropriate tier to resolve the issue. The most common circumstances of such involvement are domain name transfers, bouncing email, or unreachable websites.

In addition to email and telephone support, Neustar provides the opportunity to utilize a secure, web-based support portal for inquiries and troubleshooting. Access to the support portal is controlled by login/password and provides a more secure method for transfer of sensitive data. The support portal also allows both end-users and Registrars to track case history, with the unique ability to interface through either email reply or comments within the portal for easier communication between parties.

We also provide two additional web-based tools for Registrar self-service:

- Registry Document Center – This document repository is an online resource which provides Registrar partners with critical documentation for interfacing with Neustar and guides detailing important information about business rules and commands necessary for conducting transactions within the Registry. Important elements of the document center include:

  - Registrar Operations Guide;

  - System Overview – Frequently Asked Questions (FAQ);

  - EPP client toolkit download.

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- Access to the document center is controlled by login/password.

- Registry Web-based Interface – Neustar operates a secure system that provides web-based access to the Registry system, allowing Registrars and Delegated Managers to easily manage domains, contacts and hosts through a series of intuitive screens. The tool allows Registrar and Delegated Manager personnel to more easily process transactions themselves without needing to contact Customer Support, saving time for the Registrar and enhancing productivity. Given the importance of security, access to the tool is controlled by three factor authentication using SSL certificate, login/password and encryption of all data traffic (HTTPS). This allows users to closely control the accessibility of the Registry Web-based Interface.

4.10.5 Registrar and Delegated Manager Notifications

Notifications that involve large numbers of customers are sent utilizing Campaign Monitor API, which integrates with the Salesforce software. Important features include mass communication opportunities for keeping Registrars apprised of maintenance and system health status, along with mailing list segments which ensures the appropriate parties within Registrar organizations receive notifications pertinent to them based on roles. Individual notifications continue to be sent via email using Salesforce or via the Customer Support Portal.

4.10.6 Maintenance Notifications

Maintenance notifications are sent based on a specific contractual performance matrix:

Performance Specification Description	Registry	Nameserver	WHOIS	Notification
Planned outage 8 hours or less per month	0000 – 2359 UTC Sunday to Saturday	Not allowed	0000 – 2359 UTC Saturday to Sunday	3 days
Planned outage extended – 18 hours per quarter	0000 – 2359 UTC Saturday to Sunday	Not allowed	0000 – 2359 UTC Saturday to Sunday	28 days

Outside of our contractually obligated notifications, Neustar sends additional notices as a courtesy to Registrar partners to aid in business continuity planning. The initial notice is provided between 30 and 28 days out from the scheduled maintenance. Five days prior, Neustar sends the first reminder. A final reminder is provided one day prior, with the final two communications signaling the initiation and completion of the maintenance window.

The Registry platform makes system upgrades and patches deployable with zero service interruption. This feature translates into less need for planned outages, affording Registrars a better customer experience with fewer interruptions. Planned outages are, therefore, reserved for routine business continuity drills on the Neustar platform which further improves service availability and customer satisfaction.

4.10.7 Delegated Manager Web Portal

Neustar operates a secure web system that provides Delegated Managers web-based access to the Registry system, allowing Delegated Managers of multiple domains to easily manage domains, contacts, and hosts through a series of intuitive screens. The tool allows Delegated

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Managers to more easily process transactions for them without needing to contact Customer Support, which saves time for the Delegated Manager and enhances locality end-user experience.

Access to the tool is controlled by three factor authentication using SSL certificate, login/password and encryption of all data traffic (HTTPS). This allows Delegated Managers to closely control the accessibility of the Registry Web-based Interface.

4.10.8 Registrar Reporting

Neustar currently provides and will continue to provide an extensive suite of reports to Registrars. These reports are generated on a predetermined schedule and are deposited in secure shell (SSH) accounts assigned to each Registrar. The current set of reports is provided in XML and TXT formats.

It is important to note that to ensure security of customer proprietary data, Registrars are only provided with data specific to the objects they manage within the Registry. At no time may they receive the data of another Registrar.

Neustar has two reporting interfaces for Registrars where files are generated on a daily and monthly cycle: a SCP server and a HTTPS server. Two monthly billing reports, Billing Activity Statement and Billing Statement Detail, are also provided in eBill.

SCP Server

Through this interface, the following report are available:

Report Name	Description
Daily Transaction Report (xml)	The Daily Transaction Report captures the results of processing files for a single day's activities. The results are formatted as XML documents (using XML UTF-8 format).
Monthly Transaction Report (csv)	The Monthly Transaction Report provides the Registrar with a detailed inventory of all domains under management up through the last day of the month being reported. The domains are grouped by registrant, and sorted by EPP business request. Runs on third day of month at 5 AM.
Daily Transaction Report (csv)	The Daily Transaction Report is a CSV-formatted report that includes all of the Write transactions submitted by a Registrar during the reporting period.
Daily Billable Transactions Report (csv)	The Daily Billable Transaction Report is a CSV-formatted report that includes all billable transactions submitted by a Registrar during the reporting period.
Daily Transfer Report – Gaining (csv)	The Daily Transfer Report is a CSV-formatted report that includes information about all transfers that were completed, cancelled, or are in pending status for the Gaining Registrar during the reporting period.
Daily Transfer Report – Losing (csv)	The Daily Transfer Report is a CSV-formatted report that includes information about all transfers that were completed, cancelled, or are in pending status for the Losing Registrar during the reporting period.
Daily Auto Renew Report (csv)	The Daily Autorenew Report is a CSV-formatted report that includes information about domains that automatically renewed in the past day.
Weekly Nameserver Report (csv)	The Weekly Nameserver Report is a weekly CSV-formatted report that includes information about all nameservers (in-zone) under the management of the Registrar at the time of the report. – Weekly (choice of day picked by Registrar).
Monthly Expiring Domains (csv)	The Monthly Expiring Domains Report is a CSV-formatted report that includes information about all domains in a Registrar's account set to expire during the following 45 days.

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Report Name	Description
Weekly Pending Auto Renewals (csv)	The Weekly Pending Autorenew Report is a CSV-formatted report that includes information about domains that are close to being automatically renewed. At the end of the 45-day grace period, domains are autorenewed unless a delete command is set to the system. This report includes domains that are within 7 days from the end of the grace period; that is, domains that are within 7 days from being autorenewed. The report is generated weekly, on a day designated by the Registrar.
Unavailable Report (csv)	The Unavailable Domains Report is a CSV-formatted report that lists all domains that are not currently able to be registered, either because they are already registered or because they are on a reserved list.

HTTPS Server

Provided on this interface is the following:

Directory: domain-reports	
Files	**Description**
[TLD]-multi-year-pricing.csv	Daily extract of the TLDs standard pricing.
[TLD]-premium-pricing.csv	Daily extract of the TLDs premium domain pricing, list of all the domains and their create and renew prices.
[TXT]-registered-names.txt	Daily extract of all the registered domains in the TLD.
[TXT]-reservedLabels.csv	Daily extract of all the reserved domains in the TLD (all unique labels, DOES NOT include the category names).
Directory: srs-reports	
Daily sub-folder (old files are archived under the 'Archive' subdirectory)	
Files	**Description**
[TLD]_All-Transactions-premCat.[DATE].csv	All the billable transactions for the day, includes the premium category name.
[TLD]_All-Transactions.[DATE].csv	All the billable transactions for the day.
[TLD]__Non-Refundable-premCat.[DATE].csv	All the non-refundable billable transactions for the day (operations are reported once they are past their grace period), includes the premium category name.
[TLD]_Non-Refundable.[DATE].csv	All the non-refundable billable transactions for the day (operations are reported once they are past their grace period).
Monthly sub-folder (old files are archived under the 'Archive' subdirectory)	
Files	**Description**
[TLD]_All-Transactions-premCat.[DATE].csv	All the billable transactions for the month, includes the premium category name.
[TLD]_All-Transactions.[DATE].csv	All the billable transactions for the month.
[TLD]__Non-Refundable-premCat.[DATE].csv	All the non-refundable billable transactions for the month (operations are reported once they are past their grace period), includes the premium category name.
[TLD]_Non-Refundable.[DATE].csv	All the non-refundable billable transactions for the month (operations are reported once they are past their grace period).

Through this interface, the following reports are available:

Report Name	Description
Daily Transaction Report (xml)	The Daily Transaction Report captures the results of processing files for a single day's activities. The results are formatted as XML documents (using XML UTF-8 format).
	This report provides each Registrar with a detailed inventory of all domains under the Registrar's management, and is grouped by registrant and sorted by EPP business request. It contains XML tags and values that hold all Add, Delete, Modify

Report Name	Description
	and Renew for domains, contacts and nameservers sent to the Registry during the reporting day.
Monthly Transaction Report	The Monthly Transaction Report provides each Registrar with a detailed inventory of all domains under management up to the last day of the reporting month. The domains are grouped by registrant, and sorted by EPP business request. The results are formatted as XML documents, using XML UTF-8 format.
Daily Transaction Report (text format)	We provide each Registrar with a daily transaction report containing all "write" transactions, including additions, modifications, deletions, and transfers. Transactions applied to domain names, hosts, and nameservers are included in this report. The report is a pipe-delimited text file format and contains the following data fields: - Registrar Name - Registrar ID - Transaction Type - Object Type - Object Name - Object ID - Term (if applicable) - Transaction Date/Time - Report Date
Daily Billable Transactions Report	This report contains all billable transactions, including domain creations, renewals/extensions, auto-renewals, transfers, and redemptions. We provide each Registrar with a daily report in pipe-delimited text file format. The report contains, at a minimum, the following fields: - Registrar Name - Registrar ID - Transaction Type - Domain Name - Domain ID - Term (if applicable) - Transaction Date/Time - Report Date
Daily Transfer Reports	Each Registrar is also provided a daily report s showing all domain transfer activity for the reporting day. One report contains Gaining Transfer activity, while the second contains Losing Transfer activity. Each report contains pending transfer activity, and transfers that were completed during the reporting day. Each report is in pipe-delimited text file format. The Gaining Transfer report contains, at a minimum, the following fields: - Gaining Registrar Name - Gaining Registrar ID - Losing Registrar Name - Domain Name - Domain ID - Domain Registration Date - Domain Expiration Date - Transaction Status (e.g., Completed or Pending) - Transfer Date/Time - Completion Date - Report Date

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Report Name	Description
	The Losing Transfer report contains, at a minimum, the following fields: ▪ Losing Registrar Name ▪ Losing Registrar ID ▪ Gaining Registrar Name ▪ Domain Name ▪ Domain ID ▪ Domain Registration Date ▪ Domain Expiration Date ▪ Transaction Status (e.g., Completed or Pending) ▪ Transfer Date/Time ▪ Completion Date ▪ Report Date
Daily Auto-renewals Report	This report will contain a list of all domains that auto-renewed during the reporting day. The report will be provided in a pipe-delimited text file format, and will contain, at a minimum, the following data fields: ▪ Registrar Name ▪ Registrar ID ▪ Domain Name ▪ Domain ID ▪ Registration Date ▪ Expiration Date ▪ Autorenew Date
Weekly Nameserver Report (delimited text file version)	We will provide a report containing a list of all nameservers and associated IP addresses under the management of the Registrar. This report will be provided in a pipe-delimited text file format. Each nameserver will be listed once for each associated IP address. At a minimum, the following data fields will be provided: ▪ Registrar Name ▪ Registrar ID ▪ Nameserver ▪ IP Address ▪ Nameserver Creation Date ▪ Report Date
Billing Activity Statement	It is important to provide Registrars with data to reconcile their billing transactions at the end of each month. We will provide Registrars with a monthly statement that summarizes the billable transactions that were processed during the reporting month. The summary statement will include the following data: ▪ Registrar Name ▪ Registrar Account Number ▪ Transaction Type ▪ Number of Transactions per Type ▪ Fee per Transaction ▪ Total Fees per Transaction Type ▪ Total Billed ▪ Debit Account Balance ▪ Report Date
Billing Statement Detail	In addition to the billing statement, we will provide a Billing Statement Detail Report which includes a detailed account of all transactions that were processed during the month. This report will be provided in a pipe-delimited text file to each Registrar and will include, at a minimum, the following data fields: ▪ Domain/TLD ▪ Description of Transaction ▪ Domain Name

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Report Name	Description
	- Transaction Date/TimeTerm (if applicable) - Quantity - Unit Amount - Total Amount - Report Date
Expiring Domains Report	To provide Registrar with advance notice of expiring domains, we will provide Registrars with an expiring domains report. This report will be generated on the first day of each month, and will contain a list of all domains that will expire in the subsequent 45 days. The report will be provided in a pipe-delimited text file. At a minimum, the report will contain the following data fields: - Registrar Name - Registrar ID - Domain Name - Domain ID - Expiration Date/Time - Report Date
Ad hoc Reporting	We provide ad hoc reports to Registrar upon request. Our Customer Support team is provided with tools to generate most ad hoc reports. In instances where the support desk cannot generate the data, the request is forwarded to our full time data warehouse team who can provide any report required. Registrars may only receive data for the domains and other Registry objects they sponsor.

4.10.9 Summary

Our ability to continually deliver intuitive Registry solutions through the use of our superior infrastructure have allowed us to set the industry standard with our unique service offerings that provide both critical and innovative contributions for the usTLD constituency.

Neustar has exceeded the contractual requirements as we have proudly served the DOC/NTIA as the usTLD Administrator, consistently surpassing the expectations of stakeholders for almost two decades and will continue to do so in the next contract term.

4.11 Security and Stability

C.4.2 (xii)   *Ensure the security, reliability, and stability of the usTLD;*

The information below describes the ways in which Neustar ensures security, reliability and stability of the usTLD. As a pioneer of robust and cutting-edge security practices, Neustar provides industry-leading resources in these areas.

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4.11.1 Prevention of Malicious Activity

4.11.1.1 The RTMS Platform

Neustar is an industry leader in abuse mitigation. Neustar's Registry Threat Management Service (RTMS) monitors information security data sources domains in use, and identifies potential abuse cases within the usTLD.

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Figure 38 – Abuse Investigation Process

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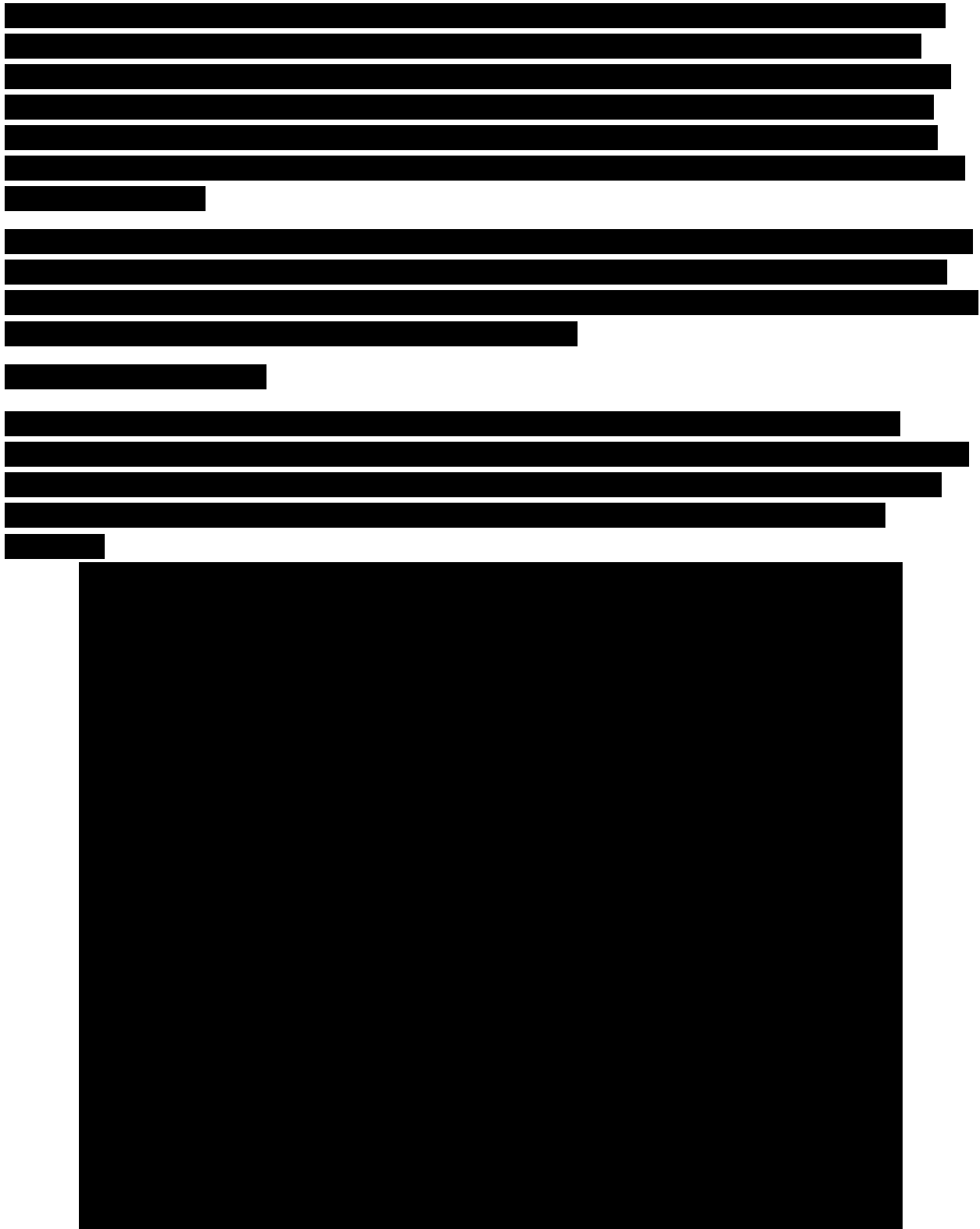
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4.11.2 Performance Stability and Reliability

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4.11.3 Capacity and Scaling

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4.11.4 Capacity Planning

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Capacity Planning Procedure

Figure 39 – Forward Capacity Planning Procedure

4.11.4.1 Business Service Review

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4.11.4.2 Data Collection and Collation

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4.11.4.3 Current Utilization Establishment

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4.11.4.4 Future Utilization Prediction

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4.11.4.5 Capacity Planning Process Output Documentation

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4.11.4.6 Changes Requiring Implementation

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4.11.5 Change and Release Management

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4.12 DNSSEC

C.4.2 (xiii)   Implement and support Domain Name System Security Extension (DNSSEC) for the usTLD;

Neustar is a leader in the Domain Name System Security Extension (DNSSEC) space and supports the usTLD with extensive DNSSEC capabilities, systems and knowledge.

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4.12.1 DNSSEC Specifications (RFCs)

Neustar's DNSSEC implementation complies with the following applicable RFCs:

- RFC 3226 – DNSSEC and IPv6 A6 aware server/resolver message size requirement;

- RFC 4033 – DNS Security Introduction and Requirements;

- RFC 4034 – Resource Records for the DNS Security Extensions;

- RFC 4509 – Use of SHA-256 in DNSSEC Delegation Signer (DS) Resource Records (RRs);

- RFC 5155 – DNS Security (DNSSEC) Hashed Authenticated Denial of Existence;

- RFC 6781 – DNSSEC Operational Practices, Version 2;

- RFC 6841 – A Framework for DNSSEC Policies and DNSSEC Practice Statements.

4.12.2 Implementation of DNSSEC

Neustar's DNSSEC solution is modelled on the implementations of DNSSEC deployed by the root zone and other TLDs. Neustar's DNSSEC platform includes input from various technical experts and applies several key principles to its DNSSEC design, implementation and operations practices:

- Maintain the real-time DNS updating that Neustar customers expect;

- Identify and eliminate, or mitigate, all new risks introduced by DNSSEC;

- Ensure 100% availability is achievable, even with multiple failures;

- Automate as much as possible to reduce human errors;

- Ensure that appropriate testing of all processes, including automated and any unavoidable manual processes, is included;

- Ensure that appropriate monitoring and checkpoints are in place at every stage of the processes, to prevent errors reaching live deployment;

- Ensure that appropriate monitoring of live systems is included to ensure any issues that reach production, or unforeseen events that occur, are detected and resolved immediately;

- Ensure that the solution is in compliance with backup and recovery goals; and

- Ensure that the solution is in compliance with security policy and provides an appropriate level of security for the intended use of the DNSSEC in-formation.

What follows is a description of the DNSSEC solution, specifically designed with these goals in mind. The solution splits into two very specific parts:

- Management of signed zone; and

- Obtaining keying information from registrants (via Registrars).

4.12.3 Automation

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4.12.4 DNSSEC Signing

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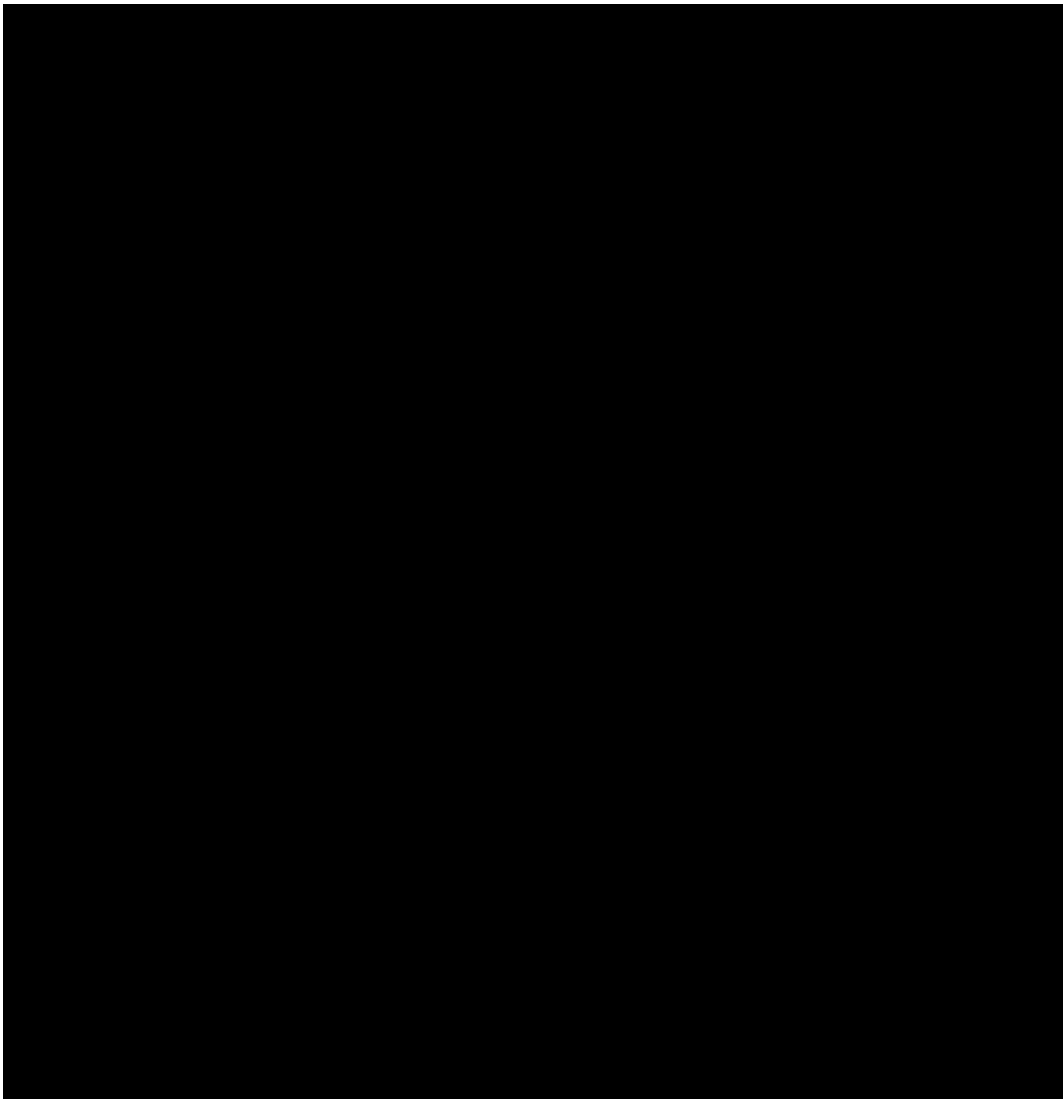
Figure 40 – DNS Update Propagation

4.12.4.1 Bespoke Signing Options

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4.12.5 Validation Gateway

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4.12.6 Supporting Availability

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4.12.7 Scalability

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4.12.8 Experience

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4.13   Reserved Names

C.4.2 (xiv)   Serve as registrar for all reserved name registrations, including those in the kids.us second-level domain, and for all locality domains names not serviced by a delegated manager subject to an agreement with the Contractor. The Contractor will post a list of all reserved domains on a publicly-accessible website; and

As the current Administrator of the usTLD, Neustar manages the locality namespace in accordance with all contractual obligations, usTLD registration requirements and policies. In accordance with the contract, Neustar operates as the sponsoring Registrar for all reserved name registrations, including those in the kids.us second-level domain, and for all locality domains not serviced by a Delegated Manager.

Since 2002, Neustar has operated as the Registrar for the usTLD locality-based structure. Many existing Delegated Managers continue to provide registration services to registrants within their designated localities. If a Delegated Manager chooses to end their responsibilities, Neustar then assumes the Delegated Manager (or Registrar) responsibilities and continues to provide delegation and resolution services to locality registrants.

Locality registrants provide Neustar with contact information for each registered name in order to update the central usTLD database and create a WHOIS record for the registrant. As an additional service, Neustar hosts resource records in the usTLD zone created at the Registry. In cases where Delegated Managers choose to take advantage of this option, they provide Neustar with the appropriate resource record information.

Neustar also operates as the Registrar for all reserved names, including those in the kids.us second-level domain. A list of all reserved domains is published on a publicly accessible website, at: www.about.us

4.14   Multistakeholder Consultation

C.4.2 (xv)   Develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

In 2001, Neustar proposed and created the usTLD Policy Council in response to the Department of Commerce's first RFP for usTLD management services. Although the structure of the contracts awarded in 2001 and 2007 did not support a multistakeholder policy process for the usTLD, we felt that this was a key missing ingredient for the long-term success of the usTLD namespace. That is why, in 2013, we proposed the formation of the usTLD Stakeholder Council for the current contract term.

With the implementation of the usTLD Stakeholder Council in 2014, Neustar created an additional avenue for stakeholder communication and participation. We have an engaged and vibrant Council made up of industry and Internet enthusiasts all looking to ensure the namespace remains viable in the current digital landscape.

4.14.1 The usTLD Stakeholder Council

The usTLD has a reputation as the trusted domain space for all Americans. Responsible management and oversight of this policy-rich environment is a key part of maintaining this reputation and providing a stable, secure, and safe environment that fosters economic growth and promotes innovation. As such, usTLD policies must evolve and develop over time to respond to changing needs of the usTLD community, emerging technology, new ideas, and cyber security challenges.

Neustar established the usTLD Stakeholder Council (the Council) in 2014 to facilitate stakeholder participation in the management of the usTLD, including policy development. The Council serves as the vehicle through which the many constituencies whose members have an interest in the policies affecting the management, security, and stability of the usTLD can advise and interact with Neustar and participate in the management of the usTLD.

Using a multistakeholder approach, the Council provide regular feedback on usTLD management and may propose policies for the usTLD. As an independent forum and mechanism for future development of the usTLD, the Council works directly with critical stakeholders, helping Neustar identify and develop policies, programs, and partnerships to address the needs of the community.

4.14.2 Guiding Principles and Policies

The Council will work to advance the guiding principles and policies, which are critical for operation of the usTLD in the public interest, as described in the usTLD Stakeholder Charter. The Charter for the Council is published at www.about.us/policies/ustld-stakeholder-council/charter and describes in detail:

- The principles and policies that guide the Council's work;

- The initial appointment of the Council and the manner in which members of the Council will be selected thereafter;

- The scope of the Council's work;

- Guidelines for Council deliberation and decision-making;

- Activities that Council members may undertake, including community outreach and consultation;

- Procedures for Neustar's receipt, consideration, and proposed adoption of Council recommendations, including DOC/NTIA approval;

- Measures to ensure transparency in Council activities; and

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■ Neustar support for Council activities including the provision of Secretariat services and a dedicated personnel (Manager of Public Participation) to manage community outreach and consultation for the Council.

The usTLD Stakeholder Charter is provided in Appendix C – 'Policies'.

4.14.3 Council Membership

The Council is designed to represent the variety of usTLD stakeholders, each of whose voice should be heard and respected. The Council carefully balances the needs of all community stakeholders, and no single constituency, interest group, or industry is permitted to dominate the Council.

Neustar selected the initial council members in 2014, based on responses to a request for Expressions of Interest with the goal that the Council represent the variety of usTLD stakeholder perspectives. Neustar received 15 expressions of interest from members of the usTLD stakeholder community interested in serving on the council; the responses reflected a diverse array of stakeholders including Registrars, intellectual property, small business, civil society, Delegated Managers, and law enforcement.

Currently the Council consists of 12 members, including a Chair and Vice Chair elected by the Council. The full list of members, and a statement of interest for each, is provided on the information page for usTLD Stakeholder Council at the following link: www.about.us/policies/ustld-stakeholder-council

In addition, a technical representative of Neustar also participates on the Council as a non-voting member to ensure we are able to fully execute our obligations in the operation of the Registry. Neustar also provides a Manager of Public Participation, responsible for supporting Council activities and facilitating public participation in the policy development process.

4.14.4 Council Meetings

The Council meets at least twice every calendar year in person and/or virtually. The usTLD Stakeholder Council Work Plan contains the schedule of meetings for the year as decided by the Council, and is published at the following link: www.about.us/policies/ustld-stakeholder-council/ustld-stakeholder-council-work-plan

Council work is conducted to the degree possible using Internet, web, audio and electronic communications and collaborations tools. As described below, Neustar provides support for Council interaction with members of the broader usTLD community and facilitates public input into the Council's deliberations.

The Council Secretariat keeps minutes for each meeting of the Council, containing the topics that were discussed, any votes or polls taken and the outcome of such, and a list of the meeting attendees. Minutes are published on the Council website after being approved.

To see the latest approved Council meeting minutes from July 2018's meeting and all other minutes please see the information contained at the following link: www.about.us/policies/ustld-stakeholder-council/stakeholder-council-reports

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4.14.5 Public Consultation

usTLD Public Stakeholder Town Hall

Each year, the Council holds an annual usTLD Public Stakeholder Town Hall to allow the broader community of stakeholders to provide input and feedback on usTLD policies and other initiatives.

To facilitate the participation of a wide range of stakeholders, remote participation options are provided and the Town Hall is open to the public.

The Town Hall is scheduled by the Secretariat and published on the Council website with sufficient lead time to allow Neustar and the Council to promote the event through outreach to the community and soliciting the participation of stakeholders.

Annual Report

Within 45 days of the usTLD Public Stakeholder Town Hall, the Council and Neustar produce an Annual Report which is published on the Council website.

The Annual Report covers the details of the Town Hall meeting and includes, at minimum:

- A summary topics covered during the usTLD Public Stakeholder Town Hall;

- A list of attendees;

- Feedback received from the public; and

- Any future actions or discussions that the Committee plans to take as a result of feedback received.

All reports are published on the Council website at: www.about.us/policies/ustld-stakeholder-council/stakeholder-council-reports

Public Comment Periods

All formal policy recommendations made by the Council are published on the Council website for a 30-day public comment period. The Stakeholder Council may also choose to open a public comment period on any topic that it determines requires broader public input.

At the conclusion of any public comment period, the Council Secretariat will prepare a report for the Council summarizing all responses received. The Council then considers the responses at its next scheduled meeting to determine whether the Council's recommendation should be revised as a result of public comments received.

During the current contract term, Neustar facilitated public comment periods for the Council on the following topics:

- Suspension of Kids.us Namespace;

- usTLD Stakeholder Council Work Plan;

- usTLD Stakeholder Council Operating Procedures;

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- usTLD Premium Domain Name Plan;
- usTLD Privacy Service Plan.

4.14.6 Transparency of Council Activities

As part of our commitment to the transparent operation of the usTLD, and in accordance with the Council Charter, Neustar maintains a page for the Council as part of the usTLD website at www.about.us/policies/ustld-stakeholder-council. This page provides information about the Council, including:

- usTLD stakeholders;
- The members of the current Council;
- The dates, agenda and minutes of Council meetings;
- Public comment periods; and
- Policy and operational documentation

In addition to this, all Council meeting calls are open to the public. Dial-in details for each call are provided in the meeting agenda and published on the Council website. Participants that are not members of the usTLD Stakeholder Council may participate actively in the calls, however, votes or polls are limited to members of the usTLD Stakeholder Council.

4.14.7 Conflicts of Interest

It is integral to the authority and accountability of the Council that the deliberations, decisions, and work of the Council are objective, fair, and made in the interests of the usTLD community and the global Internet community as a whole. To ensure the integrity and independence of the Council, all members of the Council and anyone engaged to provide services to the Council must read and agree to comply with the usTLD Stakeholder Council Conflicts of Interest Policy. The usTLD Stakeholder Council Conflicts of Interest Policy is published on the usTLD website at www.about.us/policies/ustld-stakeholder-council/ustld-stakeholder-council-conflicts-of-interest-policy.

An annual Conflicts of Interest Report is also published in the usTLD website, which details any identified conflicts of interest and any changes to conflict of interest requirements for the Council. The 2017 Conflicts of Interest Report is provided in Appendix C – 'Policies'.

4.14.8 Consideration of Council Action by Neustar

Neustar reviews all recommendations made by the Council, to determine whether the recommendation:

- falls within the scope of the Council's authority;
- is consistent with United States law;
- furthers the purposes of the usTLD and serves the public interest and the interests of usTLD stakeholders;

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- was arrived at through a fair and open process; and

- does not unreasonably burden or undermine the efficient and commercially reasonable operation of the usTLD.

If a recommendation meets the requirements described above, Neustar will publish the proposed policy on the usTLD site and notify the Contracting Officer in writing of the proposed policy, specifying the date on which the policy will become effective. It is understood that DOC/NTIA retains the authority to refuse to approve any new proposals arising from the Council process and presented by Neustar if the proposed policy is found to:

- be in conflict with United States law, regulation or policy;

- be in conflict with other requirements set forth in the usTLD contract;

- be outside the scope of the usTLD contract; or

- in any way jeopardize the security, reliability or stability of the usTLD.

To that end, Neustar will provide quarterly reports to the DOC/NTIA of any ongoing Council policy development activities, and notify the DOC/NTIA in writing of any Council recommendation that it proposes to adopt as usTLD policy at least 45 days prior to the proposed effective data of such policy (a Proposed Policy). The DOC/NTIA may request additional information regarding the Proposed Policy during that period, and the Proposed Policy will become effective on the later of specified effective date or 30 days following Neustar's response to any DOC/NTIA request for additional information on the Proposed Policy unless the DOC/NTIA notifies Neustar that adoption of the policy would be inconsistent with those items listed above.

If Neustar declines to accept a policy recommendation from the Council, it will return the recommendation to the Council for further consideration, along with a detailed explanation of the reasons the recommendation was declined. The Council may reconsider the policy recommendation, make changes to it, and resubmit it for Neustar's consideration. Neustar will provide written notice to the DOC/NTIA of any Council-recommended policy that it intends to reject, including an explanation of the reasons for rejecting the policy recommendations.

4.14.9 Support for the Council

Neustar will provide a Council Secretariat to manage the process for developing usTLD policy through the Council and ensure that the Council is informed of the range of stakeholder perspectives so that it can make policy recommendations.

The Secretariat is responsible for a range of administrative and support tasks, including:

- Maintaining the Work Plan on the Council website;

- Circulating the agenda for Council meetings prior to each meeting;

- Publishing the approved meeting minutes of each council meeting;

- Publishing quarterly reports, summarizing activities from the foregoing quarter;

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- Establishing a date and time for the usTLD Stakeholder Town Hall.

The Secretariat may carry out internal research and/or commission external research to provide stakeholders with evidence based information to inform policy discussions. In some instances the Secretariat, in consultation with the Council, may also issue a call for experts on a particular topic and identify affected stakeholders to help form an issue group or roundtable forum to discuss issues in more detail.

4.14.10 Council Recommendations

During the current contract term, Neustar has supported the consideration of a number of policy issues by the Council, including:

- Suspension of Kids.us Namespace – In August 2015, the Council published a report recommending the suspension of the kids.us namespace be continued through the end of the existing contract period. This recommendation was made following a public comment period and subsequent to the recommendation made by the Kids.us Education Advisory Committee.

- usTLD Premium Domain Name Plan – The Council sought public comment on the recommendation to release one and two character domain names in connection with the usTLD Premium Domain Name Plan. The primary goal of the proposed usTLD Premium Domain Name Plan is to increase the use and awareness of the .us brand in the consumer marketplace, and provides the opportunity for Neustar to allocate .us Premium Names to support organizations or activities that will help spread awareness or encourage the growth of the usTLD.

- usTLD Privacy Service Plan – As detailed in Section 5.6.2 – 'WHOIS Accuracy', the Council sought public comment on the .US Privacy Services Plan, to allow for the implementation of a Registry-based wholesale privacy registration service, and received responses that largely supported the proposal. Subsequently. Neustar submitted our .US Privacy Services Plan to the Department of Commerce and looks forward to working with the Department to move forward with implementation in the upcoming contract term.

4.14.11 Innovation, Governance and Security Council Subcommittee

Neustar proposes the formation of an Innovation, Governance and Security Council Subcommittee (the Subcommittee) during the upcoming contract term. Comprising members from the Council, Neustar employees and DOC/NTIA representatives, the Subcommittee would function as an extension of the usTLD Stakeholder Council focused on responding to industry issues impacting Registry services and fostering innovation in the usTLD.

The Subcommittee will meet once a year in a face-to-face meeting held at Neustar's corporate headquarters. There will be the opportunity for telephonic follow up meetings as required. The Subcommittee will write a yearly report that details meetings and follow up activities, which will be included in the relevant usTLD Stakeholder Council Report(s).

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5 Core Policy Requirements

5.1 United States Nexus Requirements

C.5.1 (i) Implement United States Nexus Requirement. The Contractor shall operate the usTLD as a country code top level domain intended to serve the Internet community of the United States, including businesses, consumers, individuals, not-for-profit organizations, and state and local governments with a residence or bona fide presence in the United States. In addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States, the Contractor must implement a United States nexus policy for the locality-based usTLD structure and the second-level usTLD space.

Compliance with the usTLD Nexus Requirements Policy ensures that .us domain name registrants are subject to United States law and the jurisdiction of United States Courts. The usTLD Nexus Requirements Policy and usTLD Nexus Dispute Policy and Rules are provided in full at Appendix C – 'Policies'.

This policy ensures that usTLD policies are effectively enforceable and that registrants are accountable for the use of their registered domain names in accordance with United States law and usTLD policies and procedures. The resulting combination of enforceability and accountability plays a critical role in ensuring that the .us namespace remains safe and reliable, and grows with integrity.

usTLD stakeholders, including Neustar, support continued applicability of the usTLD Nexus requirements. At the 2015 and 2016 usTLD Public Stakeholder Town Halls, however, several commenters recommended review of the usTLD Nexus Policy to the introduction of an additional Nexus category for foreign registrants. Neustar believes that this is an appropriate issue for future consideration by the usTLD Stakeholder Council.

5.1.1 Current Implementation of the Nexus Requirements

Certification

The current usTLD Nexus Requirements Policy, developed and implemented by Neustar, requires a registrant to certify that it is either:

- A natural person (i) who is a United States citizen, or (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1];

- A United States entity or organization that is (i) incorporated within one of the fifty (50) United States, the District of Columbia, or any of the United States possessions or territories, or (ii) organized or otherwise constituted under the laws of a state of

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the United States of America, the District of Columbia or any of its possessions or (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States)[Nexus Category 2]; or

- A foreign entity or organization that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3].

The certification is acquired during the registration transaction and passed through the applicable accredited Registrar to Neustar via Extensible Provisioning Protocol (EPP). Neustar retains the documented certification in our Registry database, which is kept up-to-date and backed up via our third party escrow provider, Iron Mountain.

Enforcement

Neustar has developed, implemented, and continues to operate two enforcement processes to address inaccurate or fraudulent certification:

Third Party Claims

Neustar's "Nexus Dispute Resolution Policy" provides a framework for resolving Nexus-related disputes. A dispute initiated under the usTLD Nexus Dispute Policy may be submitted to an approved Nexus Dispute Resolution Service Provider under contract to Neustar. The approved Nexus Dispute Resolution Service Provider must follow the Nexus Dispute Policy and Rules (collectively referred to as the "NDP"), but may also add its own supplemental rules so long as such rules do not conflict with the NDP.

Both the American Arbitration Association (AAA) and the National Arbitration Forum (the FORUM) provide NDP services. In order to implement the NDP, we required the FORUM to sign an amendment to its existing usDRP Dispute Provider Agreement with Neustar. A copy of the template Dispute Resolution Provider Agreement and Nexus Provider Amendment is included in Appendix D – 'usTLD Agreements'.

Registry Spot Checks, Nexus Accuracy Reporting Tool and Enforcement

Shortly after the launch of the expanded usTLD space, it became apparent that limitations in the NDP discouraged third parties from filing NDP challenges. In particular, the existing dispute process, which may cost up to several thousand dollars (including the filing fee), does not permit transfer of the .us domain name registration to a prevailing complainant. These limitations appear to explain limited use of the third party NDP challenge process to date.

Following an internal review of NDP cases brought before the National Arbitration Forum (the FORUM), Neustar sought to enhance enforcement of the usTLD Nexus requirements by introducing pro-active Nexus spot checks and developing and deploying a Nexus Accuracy Reporting tool.

On our own initiative, Neustar began conducting regular spot-checks for Nexus compliance each month. These checks are in addition to investigating specific Nexus check requests from third parties. Through this process, Neustar has successfully performed checks on thousands of

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usTLD domain names and has taken action on registrations not in compliance with the requirements of the Nexus Policy.

As part of our WHOIS Accuracy Program, as described in Section 5.6.2 – 'WHOIS Accuracy', Neustar implemented a reporting program to improve the accuracy and integrity of the WHOIS database. A key element of the WHOIS Accuracy Program is a WHOIS/Nexus Data Problem Report System which is hosted by Neustar and designed to receive and track third party complaints about inaccurate, incomplete or proxy WHOIS or Nexus data. Located at www.whoiscomplaints.us, the system asks third parties to submit the basis for their belief that the WHOIS record for the applicable name contains inaccurate, false or incomplete contact or Nexus information. In addition, the system collects the name and e-mail address of the party making the complaint and confirms their intent by requiring active confirmation to submit the complaint. All data received by Neustar through this system is forwarded to the applicable sponsoring Registrar of the domain name that is alleged to contain false or inaccurate information.

Unlike complaints involving inaccurate WHOIS information where the Registrar is expected to remedy the alleged inaccuracies in the first instance, if Neustar has a good faith belief that a Nexus violation has occurred, Neustar will contact registrant directly and institute the process described below.

Nexus Cure Period

If Neustar or a Dispute Resolution Provider determine that a prima facie case has been made that the registrant has not met any of the Nexus requirements, a request for evidence of compliance is issued, giving the registrant 30 days to demonstrate eligibility under the Nexus Requirements Policy. If the registrant fails to provide proof of eligibility within that period, an initial determination of non-compliance is accompanied by a thirty day notice to cure. Failure to remedy the deficiency within the 30 day cure period results in immediate deletion of the domain name.

5.1.2   Proposed improvements to the Nexus Requirements

Additional Nexus Categories

While Neustar supports retention of the usTLD Nexus requirements, we believe that a limited degree of additional flexibility to permit non-United States registrations may be appropriate, where suitable safeguards are in place to ensure that such registrants remain accountable for their conduct in the usTLD namespace. We live in an increasingly globalized world, and the domain name system is at the heart of globalization. Additional flexibility without sacrificing accountability may enhance the vibrancy of the namespace.

Accordingly, we intend to ask the usTLD Stakeholder Council to consider reviewing the usTLD Nexus Requirements Policy to provide additional flexibility, for example by allowing foreign entities that do not otherwise satisfy the Nexus requirements to qualify by appointing an accredited entity in the United States to serve as an agent for the purposes of service of process

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and legal jurisdiction. This is the approach taken, for example, by the Registry Operator for Germany's .de ccTLD.

5.1.3 Summary

The existing Nexus policy and process, properly enforced, helps ensure that the usTLD serves the Internet community of the United States without attracting or encouraging registrations from those whose connection to the United States is so remote as to eliminate or undermine their accountability for activities within the namespace. We reaffirm our commitment to upholding the usTLD Nexus requirements and continued enforcement of such, and propose the usTLD Stakeholder Council consider the potential enhancements to the Nexus policy discussed above.

5.2 Registrar and Registrant Agreements

C.5.1 (ii) Implement Registrar and Registrant Agreements. The Contractor shall establish contractual arrangements with all accredited usTLD registrars incorporating the requirements relating to usTLD policies such as nexus, WHOIS, and dispute resolution, and ensuring prompt, reliable, and effective technical and customer service. Such registrar agreements shall include a provision that will require registrars to offer DNSSEC services for new and renewed usTLD registrations. The Contractor shall require that each accredited usTLD registrar implement a registrant agreement that requires each registrant to agree to all applicable usTLD policies.

The following relevant documentation is provided in Appendix D – 'usTLD Agreements':

- usTLD Registrar Accreditation and Registry-Registrar Agreement;
- usTLD Data Protection Addendum;
- usTLD Delegated Manager Agreement; and
- usTLD Locality Registrant Agreement.

As the incumbent usTLD Administrator, Neustar has entered into usTLD Registrar Accreditation and Registry-Registrar Agreements with all usTLD accredited Registrars. Neustar holds written contracts with Delegated Managers for the usTLD locality-based space, with locality registrants, and Registrars formerly providing Registrar services in the kids.us space.

Neustar has a proven track record of successfully enforcing such agreements. We currently have accreditation agreements in place with 223 usTLD Registrars. In addition to those Registrars in the expanded second-level space, we have 375 agreements in place with Delegated Managers covering 2,381 localities, and 9,754 agreements in place with locality registrants. Neustar requires that all accredited usTLD Registrars and Delegated Managers also secure a Registrant Agreement with their respective customers requiring compliance with all applicable laws and usTLD policies, particularly covering Nexus, WHOIS, and dispute resolution processes.

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These contracts establish clear and comprehensive parameters for the management of the enhanced usTLD space and document the basic requirements and obligations for Neustar, as the usTLD Administrator, and for all usTLD Registrars. In addition, because the usTLD Administrator does not have a direct contractual arrangement with registrants, these contracts include "flow through obligations" that ensure registrants are accountable for compliance with all usTLD policies. In return, Neustar grants usTLD Registrars secure access to the Registry system, providing them with high levels of stability, reliability and security. To that end, we commit to some of the industry's highest performance specifications and support obligations, and operate in a non-discriminatory manner to ensure each Registrar has equivalent access to the usTLD Registry system.

During the current contract period, Neustar combined and streamlined the usTLD Registrar Accreditation Agreement and the usTLD Registry-Registrar Agreement, incorporating best practice requirements from the ICANN 2013 Registrar Accreditation Agreement and ICANN New gTLD Registry Agreement. The usTLD Registrar Accreditation and Registry-Registrar Agreement was updated to include changes and enhancements sought by law enforcement, the ICANN Government Advisory Committee, consumer and civil society representatives, intellectual property owners, as well as Registrars themselves. Finally, the revised usTLD Registrar Accreditation and Registry-Registrar Agreement includes modifications necessary to facilitate multistakeholder policy development for the usTLD, as discussed in Section 5.5 – 'Multistakeholder Consultation Process'.

Specifically, the usTLD Registrar Accreditation and Registry-Registrar Agreement:

- Provides for processes and procedures to modify the usTLD Registrar Accreditation and Registry-Registrar Agreement as needed to implement new policies and programs adopted by the usTLD Stakeholder Council;

- Establishes requirements related to WHOIS accuracy and verification;

- Implements data retention requirements;

- Describes Registrar obligations related to:

    □ keeping accurate and up-to-date accreditation information;

    □ maintaining a publicly available point of contact for reporting abuse;

    □ investigating complaints regarding registrant abuse;

- Clarifies Registrar "flow through obligations" to include and enforce end-user contract prohibitions on the use of usTLD registrations to distribute malware, abusively operate botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity that is contrary to applicable law;

- Requires Registrars to support Neustar in conducting periodic technical analyses to assess whether domains in the usTLD are being used to perpetrate security threats

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such as pharming, phishing, malware, and botnets, and to cooperate with Neustar to respond to any such threats identified by through these efforts.

In May of 2018, Neustar began entering into a form of Data Protection Addendum (DPA) with Registrars to ensure continued compliance with our contractual obligations to enforce United States policies for the usTLD including, inter alia, the United States Nexus Policy, the Data Rights and Use Policy, the Publicly Accessible, Accurate, and Up-to-Data WHOIS Database Policy, the Registration Abuse Policy, and to conduct periodic reviews, enforcement procedures, and an annual WHOIS report to the Contracting Officer.

This was done to address concerns regarding the public availability of registration data that may be subject to the European Union's General Data Protection Regulation (GDPR) and other data protection regulations. The DPA reiterates that Neustar operates the usTLD in the pubic interests on behalf and at the direction of the Department of Commerce, consistent with US law, regulation, and policy. The DPA further provides that in order to fulfil its contractual obligations, comply with United States Government law, regulation, and policy, and serve the public interest, Neustar, as "Data Controller", requires each Registrar, as a "Data Processor", to collect and transfer certain registered name and registrant data to the Registry database for use by Neustar in operating the usTLD as set forth in the usTLD Registrar Accreditation and Registry-Registrar Agreement.

The DPA documents the respective obligations of Neustar and each Registrar with respect to such data collection. In this case, in order to provide maximum assurances to Registrars regarding personal data subject to GDPR for the purpose of maintaining access to public WHOIS, Neustar has voluntarily accepted liability as a Data Controller and has contractually bound itself to take a variety of steps including security measures, breach notification measures, and other obligations of a Data Controller.

5.3   Dispute Resolution and Sunrise

C.5.1 (iii)   Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor shall implement a uniform domain name dispute resolution procedure intended to resolve "cybersquatting" disputes in the usTLD. The Contractor may base such policy on other existing Uniform Domain Name Dispute Resolution Procedures and modify it as necessary to make such policy applicable to the usTLD specifically. The Contractor shall also implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the wider registration for non-trademark owners in the event future developments necessitate such action.

The following documentation is provided in Appendix C – 'Policies':

▪   usTLD Dispute Resolution Policy and Rules; and

▪   usTLD Rapid Suspension Dispute Policy and Rules.

- As the owner of a large patent, copyright and trademark portfolio, Neustar understands the importance of protecting intellectual property, and has been active among domain name Registry Operators in advocating the rights of trademark owners. We have an exceptional record of responding to the needs of rights holders, and our innovative approach in the usTLD delivers additional rights protection mechanisms above and beyond those offered in the other ccTLDs.

In addition to the protections provided by Neustar to combat abusive registrations in the usTLD described in Section 5.6.7 – 'Registration Abuse', we are able to offer robust protection mechanisms to protect trademark owners, including efficient dispute resolution processes involving domain names that have been registered or used in bad faith, and implementation of a Sunrise period during the launch of any future namespaces.

During the current contract period, Neustar augmented the usTLD policy suite to reflect the highest level of best practices in the Internet domain name space. Specifically we updated the usTLD Dispute Resolution Policy, and adopted a new usTLD Rapid Suspension Policy.

Although Neustar relies primarily on documented processes and procedures that ensure due process for registrants, Neustar retains the right to act decisively and unilaterally to protect consumers from fraud and other malicious behavior.

5.3.1 The usTLD Dispute Resolution Policy (usDRP)

Neustar has a proven record of successfully implementing the usTLD Domain Name Dispute Resolution Policy, which is modeled on, but markedly improves upon, ICANN's first Consensus Policy, the Uniform Dispute Resolution Policy (ICANN UDRP).

Implemented by Neustar in 2002, the usDRP Policy and Rules are incorporated by reference into the usTLD Registrar Accreditation and Registry-Registrar Agreement signed by all accredited usTLD Registrars, and passed down to usTLD registrants. The usDRP sets forth the processes applicable to disputes between trademark owners and usTLD registrants over domain names that have been registered or used in bad faith. Neustar has a proven track record of successfully administering this policy and we will continue to do so throughout the new contract term; as discussed below, Neustar has introduced enhancements for the usDRP to provide more robust rights protections in the usTLD namespace.

ICANN's first "Consensus Policy," the Uniform Dispute Resolution Policy (ICANN UDRP), has been a standard requirement for all generic domain name Registries since 1998. The ICANN UDRP is intended as an alternative dispute resolution process to transfer domain names from registrants that have registered and used domain names in bad faith.

Although the usDRP is substantially similar to the ICANN UDRP implemented in gTLDs (such as .biz, .com, .net and .org), several enhancements make the usDRP a more dependable tool to protect intellectual property interests of trademark and service mark owners.

For example, usDRP panelists may find in favor of the trademark owner if the trademark owner can establish that the domain name was either registered or used in bad faith. In contrast, under the ICANN UDRP, trademark owners must demonstrate that the domain name was both

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registered and used in bad faith. In this way, the usDRP has largely eliminated an early-identified deficiency that exists in the ICANN UDRP.

The usDRP also addresses ambiguity associated with ICANN UDRP language that requires a complainant to prove "a pattern of such conduct" where it is alleged that the domain name was registered to prevent the trademark owner from reflecting its trademark in a corresponding domain name. This ambiguity allowed decisions in favor of cybersquatters where, although it was shown that they registered the complained-of domain name in question to intentionally prevent the trademark owner from registering the domain, the complainant could not show that there was a pattern of this conduct.

For the usDRP, Neustar adopted WIPO's suggestion to allow panelists to find in favor of the trademark owner if the trademark owner could establish that the registrant registered the domain name in question in order to prevent the trademark owner from reflecting its trademark in a corresponding domain name, without the need to show a "pattern of such conduct."

5.3.1.1 Agreements with usDRP Dispute Resolution Providers

Unlike other gTLD Registry Operators that rely on ICANN to accredit and form relationships with entities providing dispute resolution services, the usTLD Administrator is solely responsible for finding and entering into agreements with dispute resolution service providers for the usTLD. Since the launch of the enhanced usTLD space, Neustar has accredited two dispute resolution providers: the American Arbitration Association (AAA) and the National Arbitration Forum (the FORUM). Both of these dispute providers also perform Nexus Dispute Resolution services for the usTLD. A template of the usTLD Dispute Provider Agreement that Neustar has executed with each of these providers is available on the usTLD website at www.about.us/policies, and is attached at Appendix D – 'usTLD Agreements'.

5.3.1.2 usDRP Enhancements

In 2014, Neustar introduced modest changes to the usDRP Policy and Rules to:

- bring the Policy and Rules in line with current electronic communication practices; and

- affirmatively obligate the Registrar to lock the domain name in dispute and provide the needed contact information to the dispute resolution provider.

Neustar worked with the National Arbitration Forum (the FORUM) to draft and implement the necessary changes to the usDRP Rules. An overview of the changes that were made is published on the usTLD website at the following link: www.about.us/policies/ustld-overview-of-changes. The impetus behind the changes is described in more detail below.

Electronic Filings

In 2009, ICANN approved updates to the ICANN UDRP that allowed dispute resolution service providers to eliminate the requirement that Complainants send hard copies of case files (which in some cases could reach several hundreds of pages) to the parties at a very high cost for

paper and postage, not to mention the negative environmental impact. Instead, all documents are now submitted electronically.

The respondent in the dispute is still notified via email, mail, and fax, but instead of sending a paper file, the respondent receives only the complaint itself, a short letter with instructions, and a hyperlink to a user portal that contains the all the documents related to the case. This link can be re-sent to the email address the respondent chooses, upon their request. This eliminates the need to send voluminous paper documents and, by reducing the size of the emailed file, decreases the risk of email rejection.

Locking Domains Subject to usDRP

Changes to the UDRP Rules were approved in 2013, designed to prevent "cyberflight" which resulted from the requirement that the Complainant notify the Respondent of a dispute before the sponsoring Registrar had the opportunity to lock the domain name.

Receiving notice of a dispute before the Registrar had locked the domain name allowed unscrupulous cybersquatters to transfer the domain names in question to new Registrars and render the initial complaint void. To prevent this, Registrars are now required to place the relevant domain names in a "lock" status prior to the dispute provider notifying the Respondent of the dispute. This prevents respondents from quickly transferring names prior to going through the dispute resolution process.

5.3.2   The usRS

To continue to protect intellectual property owners and consumers, Neustar has implemented a "Uniform Rapid Suspension Service" for the usTLD (the usRS).

In response to complaints by trademark owners that the UDRP (the equivalent in gTLDs) was cost prohibitive and slow, and the fact that more than 70% of UDRP cases were "clear cut" cases of cybersquatting, ICANN adopted the Uniform Rapid Suspension System (URS).

In 2014, Neustar implemented a URS for the usTLD – the usTLD Rapid Suspension System (usRS). The purpose of the usRS is to provide a more cost effective and timely mechanism for trademark owners to protect their trademarks and to promote consumer protection on the Internet.

Aiming at the clearest cases of trademark abuse, the usRS is complementary to the usDRP; while the substantive criteria of the usRS are similar to the usDRP, the usRS carries a higher burden of proof for Complainants. The only remedy available to a successful usRS Complainant is the temporary suspension of a domain name for the remainder of the registration period (which may be extended by the prevailing Complainant for an additional year at commercial rates). Transfer of the domain name, the strongest remedy in a usDRP proceeding, is not available to the Complainant in a usRS matter.

Should a panel deny a usRS complaint, the usRS proceeding is terminated without prejudice for the Complainant to proceed with an action under the UDRP or in a court of competent

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jurisdiction. A panel may also deem a usRS complaint 'abusive,' which may result in a Complainant being barred from utilizing the usRS for a period of time.

The usRS requires more of an active role at the Registry level than that of the usDRP. For example, rather than requiring the Registrar to lock down a domain name subject to a dispute, under the usRS it is the Registry that must lock the domain name within twenty-four hours of receipt of the complaint from the usRS Dispute Resolution Service Provider, to prevent any changes to the registration data, including transfer or deletion of the domain name. In addition, in the event of a determination in favor of the Complainant, the Registry is required to suspend the domain name. This suspension remains in place for the remainder of the registration period and associated nameservers are updated so that queries to the domain name are redirected to an informational web page provided by the usRS Dispute Resolution Service Provider.

Neustar has demonstrated that we are fully capable of implementing these requirements in the usTLD, and will continue to do so through future contract terms.

5.3.3   The usTLD Sunrise Policy

Prior to the launch of the usTLD second-level space in April 2002, Neustar designed, tested and implemented an unprecedented Sunrise policy and process that helped to protect United States trademark holders. Our Sunrise solution was hailed as a success and we would certainly utilize the same process in any future launch of a new space in the usTLD.

In early 2002, Neustar became the first Registry Operator to launch a successful authenticated Sunrise process that permitted qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to opening the second-level usTLD space to the general population. Unlike any other "Sunrise" plans implemented or even proposed before that time, Neustar validated the authenticity of trademark applications and registrations with the United States Patent and Trademark Office (USPTO). Neustar subsequently successfully rolled out a similar Sunrise mechanism for the launch of the kids.us domain names space and commits to launch a Sunrise process in the event future developments necessitate such action.

For both the second-level usTLD and kids.us spaces, the protection of intellectual property began with the implementation of a Sunrise process for qualified trademark owners. The Sunrise process implemented in the second-level usTLD space in 2002, and subsequently in kids.us in 2003, were the first of its kind to launch without any claims of fraud or wrongdoing. Unlike the launches of .info, .mobi or even .eu TLDs, the usTLD Sunrise process was not marred by scandal or controversy. As developments in the second-level usTLD space may necessitate, Neustar will endeavor to implement a Sunrise period for qualified trademark owners in the same flawless and successful manner.

5.3.3.1   Historical Application of Sunrise in Enhanced usTLD and Kids.us Domains

Sunrise Policy: Implementation and Processing of Applications and Fees

During the Sunrise period, applicants for .us and kids.us domain names needed to complete an application process that involved the submission of the standard domain name contact and

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nameserver information as well as specific information relating to then-existing or pending United States trademarks or service marks.

The policies detail the specific information required to establish an applicant's trademark rights. Sunrise applications were accepted on a first-come, first-served basis. Each Registrar was allowed to submit only one application to the Registry at a time in the specific format specified by the usTLD Administrator (i.e. one application per email). Upon receipt of the Sunrise application, Neustar issued a unique tracking number to the Registrar that submitted the domain name application, corresponding to that particular application. All applications received tracking numbers regardless of whether they were complete or were the first applications received for a particular domain name. The United States Patent and Trademark information provided by the domain name applicant was then reviewed by Neustar for accuracy and to ensure that the information actually corresponded to the actual trademark application or registration data on file with the USPTO.

For both the enhanced usTLD and kids.us Sunrise periods, Neustar charged a small Sunrise processing fee (Sunrise Fee) to each of the applications for which review was required. The amount of the Sunrise Fee was determined by evaluating the number of anticipated applications in light of the costs of implementing the Sunrise process, and approved by the DOC. It was therefore no surprise that the Sunrise Fee was less during the enhanced usTLD launch than the kids.us launch, as fewer applications were forecast for the latter (increasing the cost per application).

Due to Neustar's unique and innovative approach to the Sunrise process, coupled with actual validation of trademarks with the USPTO, Neustar is proud to state that although a dispute resolution process was developed, this process was never invoked in either the launch of the enhanced usTLD space or the kids.us space.

5.3.3.2 Future use of the Sunrise for New Third-Level Domain Spaces

In the event that any new third-level namespaces are introduced in the usTLD in the future, and the DOC/NTIA believes that a Sunrise Period is warranted in that space, Neustar would commit to utilizing the Sunrise process, just as it did for the enhanced usTLD and kids.us spaces. Similarly Neustar would employ the same processes as described in Section 5.3.3.1 – 'Historical Application of Sunrise in Enhanced usTLD and Kids.us Domains' in the case of any future "landrush" or other expansion of the usTLD, subject to the specific requirements of such.

In order to reflect the changes that have been made in the domain name industry with the anticipation of new gTLDs, and in an effort to reduce the administrative burden on intellectual property owners, if a Sunrise Period does need to be implemented, Neustar would propose to utilize the Trademark Clearinghouse, deployed in connection with ICANN's New gTLD Program. The Trademark Clearinghouse is a global repository for trademark data, the first of its kind in the domain name space. Designed to meet global needs for the domain name system (DNS), Trademark Clearinghouse providers verify trademark data from multiple global regions and maintain a database with the verified trademark records. The Trademark Clearinghouse was

established specifically for the new gTLD program, but has already been utilized in the expansion of ccTLDs and existing gTLDs.

Prior to any launch of a Sunrise process, Neustar would submit its detailed plans, including pricing and pricing justification, to the DOC/NTIA for its review and ultimate approval.

5.4   ccTLD Policy Framework

C.5.1 (iv)   Abide by Existing Policy Frameworks and Best Practices for the Administration of ccTLDs. The Contractor shall abide by existing policy frameworks in the principles and procedures for the delegation and administration of ccTLDs, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles and Guidelines for the Delegation and Administration of Country-Code Top Level Domains, any ccTLD related policies, and any further official clarification of these policies unless inconsistent with U.S. law or regulation or otherwise directed by the DOC.

As the usTLD Administrator, Neustar takes seriously its responsibility under both RFC 1591 and the GAC Principles to act as the trustee for the delegated ccTLD, serving both the local Internet community as well as the global Internet community. Since assuming this responsibility for the usTLD in October 2001, Neustar has fully complied with best practices for ccTLD administration including applicable RFCs and relevant ICANN Government Advisory Committee (GAC) principles and procedures.

Neustar recognizes, consistent with Government Advisory Committee Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains (2005) (the GAC Principles), that "ultimate public policy authority over the relevant ccTLD rests with the relevant government or public authority; how this authority is exercised is determined by applicable law." Indeed, Neustar personnel were actively engaged in relevant policy development activities of the Country Code Name Supporting Organization (ccNSO) including the ccNSO's work on the Framework of Interpretation for RFC 1591, welcomed by the GAC as recognizing that, consistent with the GAC's 2005 Principles, the ultimate authority on public policy issues relating to ccTLDs is the relevant government.

Becky Burr, as the usTLD's representative to the ccNSO, provided important leadership on this multi-year effort, working closely with other ccTLD managers and participating members of the GAC, including those from the Department of Commerce. This effort reflected Neustar's commitment not only to carry out its obligations by abide by existing policy frameworks and best practices, but to contribute affirmatively to clarifying and enhancing this paradigm. Neustar's affirmative approach to ensuring the continued availability of publicly accessible WHOIS for the usTLD also reflects our commitment to relevant GAC Principles.

Neustar administers the usTLD in the public interest under the supervision of the United States Department of Commerce. Our management services are grounded in the framework of United

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States national public policy and relevant laws and regulations as determined by the United States Department of Commerce, which ensure effective and fair conditions of competition, at appropriate levels and scale of activity.

Throughout our tenure as the usTLD Administrator, Neustar has demonstrated our commitment to participate in the ICANN process as a partner to the United States Department of Commerce. Neustar is an active participant in the ICANN Country-Code Name Supporting Organization (ccNSO) and has played a leadership role within the ccNSO and on the ccNSO Council. As an active member of the ccNSO Neustar has actively promoted continuous improvement in ccTLD best practices.

Neustar has always been of the belief that we cannot rest on our laurels and take our position within the domain name industry for granted. As a company, we have charged our employees with the need to listen to our stakeholders, to be continually thinking about ways to improve, and apply leading methodologies and technologies that have been successfully adopted, and proven, by both industry and government.

5.5 Multistakeholder Consultation Process

C.5.1 (v) Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

As described in detail in Section 4.14 – 'Multistakeholder Consultation', Neustar established the usTLD Stakeholder Council (the Council) in 2014 to facilitate stakeholder participation in the management of the usTLD, including policy development.

The usTLD must remain a trusted domain space for all Americans (including state and local governments, schools, libraries, businesses, and consumers) and a stable, secure, and safe environment that fosters economic growth, promotes innovation and prepares young Americans for leadership roles in the global digital economy. To achieve this, the usTLD requires responsible management, careful oversight, and clear and reliably enforced policies. The policies underpinning usTLD must also evolve and develop over time to respond to changing needs of the usTLD community, emerging technology, new ideas, and cyber security challenges.

In 2001, Neustar proposed and created the usTLD Policy Council in response to the Department of Commerce's first RFP for usTLD management services. Although the structure of the contracts awarded in 2001 and 2007 did not support a multistakeholder policy process for the usTLD, we felt that this was a key missing ingredient for the long-term success of the namespace. That is why, in 2013, we proposed the formation of the usTLD Stakeholder Council for the current contract term.

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5.5.1   usTLD Stakeholder Council

To assist and guide policy development for the usTLD and facilitate nimble and creative evolution of the namespace, Neustar created a usTLD Stakeholder Council (the Council) to serve as the vehicle through which the many constituencies whose members have an interest in the policies affecting the management, security, and stability of the usTLD can advise and interact with Neustar and participate in the management of the usTLD.

With the implementation of the usTLD Stakeholder Council in 2014, Neustar created an additional avenue for stakeholder communication and participation. We have an engaged and vibrant Council made up of industry and Internet enthusiasts all looking to ensure the namespace remains viable in the current digital landscape.

Using a multistakeholder approach, the Council provides regular feedback on usTLD management. The usTLD Stakeholder Council has the authority to propose to Neustar new and modified policy for the namespace, which it has done, and which Neustar has refined and modified for the NTIA/DOC's consideration. The Council serves as an independent forum and mechanism for future development of the usTLD, working directly with critical stakeholders and helping Neustar identify public needs and develop policies, programs, and partnerships to address those needs.

The Charter for the Council is attached at Appendix C – 'Policies' and describes in detail:

- The principles and policies that guide the Council's work;

- The initial appointment of the Council and the manner in which members of the Council will be selected thereafter;

- The scope of the Council's work;

- Guidelines for Council deliberation and decision-making;

- Activities that Council members may undertake, including community outreach and consultation;

- Procedures for Neustar's receipt, consideration, and proposed adoption of Council recommendations, including DOC/NTIA approval;

- Measures to ensure transparency in Council activities; and

- Neustar support for Council activities including the provision of Secretariat services and dedicated personnel (Manager of Public Participation) to manage community outreach and consultation for the Council.

As part of our commitment to the transparent operation of the usTLD, and in accordance with the Council Charter, Neustar maintains a page for the Council as part of the usTLD website at www.about.us/policies/ustld-stakeholder-council. This page provides information about the Council, including:

- usTLD stakeholders;

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- ▪ The members of the current Council;

- ▪ The dates, agenda and minutes of Council meetings;

- ▪ Public comment periods; and

- ▪ Policy and operational documentation:

  - ▫ usTLD Stakeholder Council Charter;

  - ▫ usTLD Stakeholder Council Conflicts of Interest Policy;

  - ▫ Work Plans;

  - ▫ Quarterly and Annual Reports;

  - ▫ Conflicts of Interest Reports;

  - ▫ Council operating procedures.

The usTLD Stakeholder Council also participates in the planning, preparation, and conduct of the annual usTLD Virtual Townhall.

5.6 Policy Implementation

C.5.1 (vi)   Implement and enforce policies concerning:

5.6.1 Data Rights and Use

(a)   Data Rights and Use. The Contractor shall prohibit the use of registrant and other data obtained from registrars and delegated managers for purposes other than providing usTLD administration services;

The following relevant policies are provided in Appendix C – 'Policies':

- ▪ usTLD Privacy Policy;

- ▪ usTLD Registry Operator Code of Conduct; and

- ▪ Neustar Code of Business Ethics.

Additionally, usTLD Data Protection Addendum is provided in Appendix D – 'usTLD Agreements'.

Our practices regarding use of personal data are clearly reflected in Neustar's online "Privacy Center," which contains our public facing Privacy Principles and detailed Privacy Statement, including specific language about data processing in connection with domain registry services. These documents are attached to this proposal and can also be found here: www.home.neustar/privacy

Throughout our tenure as Administrator for the usTLD, Neustar has developed and implemented clear policies regarding data rights and use and incorporated those policies into usTLD agreements and policies. The usTLD Registrar Accreditation and Registry-Registrar

Agreement introduced by Neustar during the current contract term incorporates privacy disclosures as well as a standalone data retention specification exhibit. As described above, our Data Protection Addendum establishes Neustar's rights and obligations as a Data Controller to ensure both the continued availability of publicly accessible WHOIS data and facilitates compliance with global data protection laws.

Neustar's corporate culture of rigorous neutrality helps to maintain the trust of usTLD Registrars, Delegated Managers, and end users. A key component of Neustar's neutrality is our commitment to protection of privacy and the recognition that we do not own our customers' data or data provided to us through our administration of the usTLD Registry.

Neustar's Code of Business Ethics, the usTLD Registry Operator's Code of Conduct, and the Data Protection Addendum prohibits the use of data obtained from Registrars and Delegated Managers for purposes other providing usTLD services, as set forth in the usTLD Registrar Accreditation and Registry-Registrar Agreement and disclosed in the usTLD Privacy Policy. Neustar will continue to abide by these requirements, including the usTLD Registry Operator Code of Conduct as described in further detail in Section 5.7 – 'Code of Conduct'.

5.6.2 WHOIS Accuracy

(b) *Publicly Accessible, Accurate, and Up-to-Date WHOIS Database. The Contractor shall implement a policy that addresses continued public access to accurate WHOIS information, including a prohibition of proxy and anonymous services offered by registrars, registrar affiliates and partners, and delegated managers. The Contractor shall regularly monitor the current practices of registrars and delegated managers to ensure compliance with this requirement;*

The following relevant documentation is provided in Appendix D – 'usTLD Agreements':

- usTLD WHOIS Accuracy Program Specification;
- usTLD WHOIS Specification;
- usTLD Data Retention Specification; and
- usTLD Registrar-Registrant Agreement Specification.

The usTLD community and the United States Government each have a compelling interest in ensuring that its national country-code top-level domain, the usTLD, is administered in a secure manner and that the information contained within the usTLD is accurate, reliable and up-to date. One of the mechanisms to ensure the integrity of the usTLD is the maintenance of a complete and accurate WHOIS database.

In addition, a complete and accurate WHOIS database promotes the public interest in preventing identity theft, fraud and other online crime, in promoting the public's ability to police its rights against unlawful copyright and trademark infringement, and avoiding technical mishaps. This includes ensuring a smooth transition of domain name holders in the event that Registrar goes bankrupt or otherwise becomes incapable of performing its contractual

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obligations. The government also has a compelling interest in accountability to itself and the public for the use of public assets, and ensuring that those assets are used by United States citizens and companies, or others with an appropriate connection to the United States, in accordance with the United States Nexus requirement and United States law.

Finally, an accurate and up-to date WHOIS database promotes the United States Government's compelling interest in abiding by its treaty obligations. In fact, the United States has entered into treaties with several foreign governments, including Australia, Canada, Mexico, Singapore and others, in which each country has agreed to maintain an accurate, searchable database of personal contact information for registrants in its respective country TLD consistent with applicable law.

Since April 2002, Neustar has operated an accurate, up-to-date, and publicly accessible WHOIS database and we reaffirm our commitment to this key policy requirement.

Neustar's WHOIS service is based on a "thick Registry" model where all domain name registration data is kept in the central, authoritative Registry database. This ensures a unified, openly accessible system for usTLD registrant data. To accommodate the widest range of users, Neustar offers both web-based and Port 43 WHOIS services which can also be linked to by any usTLD accredited Registrar.

Neustar's WHOIS service allows for multiple string and field searching through a free, public, web-based interface. To thwart attempts at WHOIS data mining, Neustar's web-based interface will provide up to seventy-five (75) responses to any given query.

More information about the Neustar WHOIS service is provided in Section 4.3 – 'WHOIS'.

5.6.2.1   Enforcement of Accurate Contact and WHOIS Information

Contractual Requirements

The usTLD Registrar Accreditation and Registry-Registrar Agreement requires usTLD Registrars to enter into a registration agreement with a registrant which includes, at a minimum, the following provisions:

- Registrant shall provide accurate and reliable contact details and promptly correct and update them during the term of the registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number (if available) of the registrant. In the case of a registrant that is an organization, association, or corporation, this must include the name of the authorized person for contact purposes;

- Registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to Registrar, or its failure to respond for over 15 calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the registration shall constitute a material breach of the registration agreement and be a basis for cancellation of the registration;

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- The provision of anonymous or proxy domain name registration services amounts to provision of inaccurate WHOIS data. Neither Registrar nor any of its resellers, affiliates, partners and/or contractors is permitted to offer anonymous or proxy domain name registration services which prevent the Registry from having and displaying the true and accurate data elements.

The usTLD Registrar Accreditation and Registry-Registrar Agreement also provides for processes and procedures to modify the agreement as needed to implement new policies and programs adopted by the usTLD Stakeholder Council. During the current contract term, the revised usTLD Registrar Accreditation and Registry-Registrar Agreement introduced additional requirements related to WHOIS accuracy and verification requirements and new data retention requirements.

For the upcoming contract term, Neustar is proposing to bolster our WHOIS accuracy enforcement by implementing clear consequences for Registrar's failure to correct inaccurate, incomplete or proxy WHOIS data. When Neustar forwards information to a Registrar concerning WHOIS inaccuracy, we re-examine the WHOIS data for the relevant domain names after 30 days to determine if the information was corrected, the domain name was deleted, or there was some other outcome. We propose, going forward, to place affected domain name registration(s) on "ServerHold" where the Registrar fails to take action to remedy the WHOIS inaccuracy within that 30 days.

The Delegated Manager Agreement obligates Delegated Managers to certify that all data provided is, and will remain, true, correct, current, and complete; that the Delegated Manager will require registrants of locality names to certify in their completed registrant agreements that all information submitted in the domain name registration application is true, correct, current, and complete. The registration agreement must also provide that a registrant's willful or grossly negligent provision of inaccurate or unreliable information, or its willful or grossly negligent failure promptly to update information shall constitute a material breach of the registration agreement and serve as a basis for cancellation of that registration.

The usTLD Locality Registrant Agreement requires locality registrants to certify that all data provided in the domain name registration application is true, correct, up-to-date and complete. Registrant must maintain and update, by providing notice to the usTLD Administrator, the information contained in the domain name registration application as needed to keep such data true, correct, up-to-date and complete at all times.

WHOIS Accuracy Program

Neustar launched a WHOIS Accuracy Program for the usTLD aimed at increasing the accuracy of WHOIS information in both the second-level and Delegated Manager spaces. There are very few other country-code TLD Registry Operators or gTLD Registry Operators that employ such a comprehensive program to ensure accurate, reliable and up-to-date information.

gTLD Registry Operators rely almost exclusively on ICANN to maintain the database of third party complaints, reporting capabilities and enforcement mechanisms. Unlike the gTLD Registry Operators, the usTLD Administrator is responsible for providing all of this functionality on

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behalf of the United States Internet community. Neustar has the proven experience to continue to deliver this functionality, having designed, developed and administered the accuracy program, and this is reflected in the experience and expertise of our Customer Support, policy and legal employees. The Neustar WHOIS Accuracy Program includes the following elements:

WHOIS Accuracy Specification

The enhanced WHOIS Accuracy Specification in the usTLD Registrar Accreditation and Registry-Registrar Agreement requires Registrars to confirm the existence of specified and properly formatted WHOIS data elements, to verify registrant-provided WHOIS data using email/text/or phone technology, and take specified steps to investigate potentially inaccurate or incomplete WHOIS data.

WHOIS/Nexus Data Reminder Policy

This policy requires that Registrars present current WHOIS information to each registrant at least annually and remind the registrant that the provision of false data can be grounds for the cancellation of a registration.

Registrants must review their WHOIS and Nexus data and make any necessary corrections. Neustar requires each Registrar to demonstrate that such notices have been delivered to their registrants, and provides a sample reminder template for Registrar use.

WHOIS/Nexus Data Accuracy Report System

The WHOIS Data Access Report System, which can be found here: www.whoiscomplaints.us/whoiscompliance/ComplaintMain.jsp, is a system that is hosted by Neustar and designed to receive and track third-party complaints about inaccurate, incomplete or proxy WHOIS data. The system asks third parties to submit the basis for their belief that the WHOIS record for a domain name contains inaccurate, false or incomplete contact or Nexus information. In addition, the system collects the name and e-mail address of the third party making the complaint and will confirm the third party's intent by asking the third party to confirm its complaint. All data received by Neustar through this system is forwarded to the Registrar that sponsors the domain name in question.

Consistent with the Registrars' obligations under the usTLD agreements, after 30 days Neustar will examine the current WHOIS data for names that were previously alleged to be inaccurate to determine if the information was corrected, the domain name was deleted, or there was some other outcome. Going forward, we propose to place affected registration(s) on "ServerHold" if corrective action has not been taken.

WHOIS Data Accuracy Audit

Neustar conducts an annual WHOIS data accuracy audit, testing whether usTLD Registrars are investigating and correcting WHOIS and Nexus related contact details in response to inaccuracies reported through WHOIS Data Accuracy Report System.

Neustar makes each of these reports available to the Department of Commerce and will continue to do so during the next term.

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Semi-annual large random sampling of WHOIS records

No less than twice per year, Neustar performs a manual review of a random sampling of at least 2,500 usTLD domain names to test the accuracy of the WHOIS information, by examining the WHOIS data for prima facie evidence of inaccuracies.

Registrars are required to take affirmative action in response to information about inaccurate or incomplete WHOIS information, as per the usTLD Registrar Accreditation and Registry-Registrar Agreement. Going forward, we propose to place affected registration(s) on "ServerHold" if corrective action has not been taken.

Inspection of Registrars' WHOIS Functionality

No less than once per year, Neustar tests a significant number of Registrars, to ensure that each Registrar is complying with the WHOIS functionality required in the usTLD Registrar Accreditation and Registry-Registrar Agreement. This includes verifying that the Registrar is either providing a WHOIS interface directly or linking to Neustar's authoritative WHOIS service.

WHOIS Accuracy Program Annual Report

Neustar, as the usTLD Administrator, makes available to the Department of Commerce an annual report summarizing the results of the WHOIS Accuracy Program initiatives described above. Neustar shall continue to provide such reports to the Department of Commerce if re-selected to serve as the usTLD Administrator.

Proactive Monitoring of Anonymous, Privacy and Proxy Domain Name Registrations

Because privacy and proxy registrations are prohibited under current usTLD policy and the current usTLD usTLD Registrar Accreditation and Registry-Registrar Agreement, Neustar has developed an algorithm to search the entire usTLD database for proxy registrations. Neustar runs this algorithm on a frequent basis (at least once per month) to ensure no new proxy registrations have been added to the usTLD zone. If Neustar's customer support discovers that new proxy registrations have been registered, Neustar notifies the sponsoring Registrar about the offending domains and requires that the Registrar correct the WHOIS record with the accurate domain name information within 15 days from the date of such notice. If the information is not corrected in that time, then the registrations are deleted and the Registrar is found to be in breach of its agreement, potentially resulting in sanctions including, but not limited to, termination.

5.6.2.2   Recommendations on Revisiting the Proxy Registration Ban

A key differentiator of the usTLD space is the quality of its WHOIS data. It is critical to the reputation and integrity of the namespace and provides global leadership on best practices. We believe, however, that WHOIS data quality may be maintained without the current across-the-board prohibition on privacy/proxy registrations, so long as appropriate limits and safeguards are in place. Permitting certain kinds of registrants to use accredited and accountable privacy/proxy services under certain circumstances would facilitate increased use of the usTLD

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space by individuals who are legitimately concerned about their privacy, without compromising user accountability.

Stakeholders at the 2015 usTLD Stakeholder Town Hall identified the lack of privacy services as a key issue suppressing domain name registration in the usTLD. The lack of these services, for example, discourages usTLD registrations by mature students, including for educational purposes, by families, and in connection with prospective, non-public business transactions.

In 2016, the usTLD Stakeholder Council and Neustar sought public comment on the .US Privacy Services Plan to allow for the implementation of a Registry-based wholesale privacy registration service; specifically, the usTLD Stakeholder Council asked:

- Do you support the implementation of privacy services for .us domain name holders?

- What issues, if any, will Registrars have with implementing privacy services as set forth in the plan?

- Does the plan adequately address the concerns of law enforcement while preserving the expected level of privacy of registrants who request the service?

The comments received largely supported the introduction of privacy services in the usTLD, and at the usTLD Stakeholder Council meeting in January 2017 the Council voted to recommend to Neustar that it forward its .US Privacy Services Plan to the Department of Commerce. Further, at the usTLD Public Stakeholder Town Hall in October 2017, participants recommended Neustar to work towards obtaining approval for privacy services for the usTLD.

Neustar has submitted our .US Privacy Services Plan to the DOC, and we have attached the proposed the usTLD Privacy Services Policy and Privacy Services Terms & Conditions at Appendix C – 'Policies' for your consideration. We look forward to working with the DOC/NTIA to move forward with implementation in the upcoming contract term.

5.6.3   Reserved Domain Names

(c)   *Reserved Domain Names. The Contractor shall implement a policy to manage a list of permanently reserved names not available for registration, and if appropriate, the release of certain names that are currently reserved (see C.1.5 above); The Contractor shall post a list of all reserved names on a publicly accessible website.*

Neustar has a demonstrated track record of successfully managing various groups of usTLD reserved domain names. Consistent with existing usTLD and ICANN policies, Neustar maintains and administers a list of certain second-level usTLD domain names reserved from registration under the usTLD contract. As required by the current contract, Neustar maintains a publicly accessible list of reserved domain names can be accessed from the usTLD website at: www.about.us

These domain names were part of a much larger list of domain names that had been reserved, and included those set aside for local, state, and Federal use, names related to kids.us, and

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domain names for the program set to be developed for specific public benefit. A large number of unclaimed reserved names have been released to the general registration pool, pursuant to relevant contractual conditions, however, the program retained domain names that had either been claimed or were deemed too important for national, state and local government assets to be released to the general pool.

5.6.3.1 Government Reserved Name Program

Prior to the expansion of the usTLD, certain reserved domain names were set aside for use by local, state, and Federal use. A special program was initiated in 2001 to offer designated entities within these groups the first right of refusal to register domain names corresponding to their locality or Federal agency. For example, "nasa" was reserved for use by the National Aeronautics and Space Administration, whereas "marincounty" was reserved for Marin County in California, and "ohio" was reserved for the State of Ohio. Each local and Federal entity was provided the opportunity to register their domain names for terms of three years, five years, or lifetime. In addition, these entities had an option to permanently reserve the domains. At the conclusion of the program on December 31, 2004, any domain name that was not registered or permanently reserved was released from the Registry and made available for registration by the general public.

Currently, there are 1,379 registrations reserved as part of the Government Reserved Names Program. These names have been provided a lifetime or permanently reserved status. The Administrator for the usTLD is responsible for acting as the Registrar for these domains, including providing ongoing customer support, delegation support and administering various processes such as renewals, contact record updates or removal from the program.

5.6.3.2 Kids.us Reserved Names

In conjunction with the launch of the kids.us namespace, in 2002, Neustar worked with the DOC/NTIA to reserve several categories of domain names specifically for kids.us. These names could be broadly categorized as follows:

- Federal websites related to children – We reserved domain names that were potentially confusingly similar to existing websites maintained by federal government agencies that contained content for children. This was to ensure government agencies had the right to reserve names matching those of their own child-friendly sites before speculators or cyber-squatters could register such names. Specifically, this list includes all sites that we found on the kids.gov web portal maintained by the United States General Services Administration's (GSA).

- State websites related to children – Similarly, Neustar reserved matching state names and abbreviations, to give states the right to register names matching those of their child-friendly sites before speculators or cyber-squatters. All United States state and territory names, as well as their corresponding two-letter abbreviations, were included on the reserved list.

- City websites related to children – Our research showed that most city governments serving a large population had web pages devoted to child-friendly material. To assure government agencies that they had the right to reserve domain names matching their child-friendly sites before speculators or cyber-squatters, we requested that the top 100 city names be reserved, as these were prime targets for domain name speculation.

- Registry reserved domain names – Neustar reserved a list of domain names to be used by the Registry to provide services to our Registrars and distribution channel, and increase the utility of the namespace.

- Generic high visibility domain names – Neustar conducted research and determined the top 100 key words related to child-friendly sites, as these un-trademarked, generic words had the highest likelihood of being targeted by domain name speculators. In order to discourage speculators and increase the brand value and usability of the namespace, Neustar reserved these domain names and assigned them to organizations that agreed to use and promote kids.us domain names.

Although a large number of the names that remained unclaimed also were released at the end of 2004, Neustar has continued to monitor for any sites that are reported to contain inappropriate material targeted at or involving kids, and expeditiously work with law enforcement to curtail such instances.

On June 27, 2012, Neustar received modification #12 of its then-current contract to administer the usTLD, which official announced the suspension of the kids.us domain and required Neustar to complete several tasks as part of the suspension process including reserving all registered kids.us domain names at no charge. Those 628 kids.us domain names are reserved, together with their WHOIS information, until such time that the kids.us program may be re-established to ensure that those registrants get the first right to re-register their domain names.

Under the current contract, Neustar maintains the current kids.us reserved list and provides Registrar services as needed for such names.

5.6.3.3 Single-character Labels

All two-character ISO 3166 country codes and United States Postal codes, in addition to the state codes already reserved, were initially reserved to avoid conflict with the other country codes and the states.

These domains are still reserved and cannot be registered by individuals or organizations through the general registration process, nor can they be transferred.

Please see Section 8.3.2 – 'Release of Premium usTLD Names' for Neustar's proposal to make the currently reserved one-character and two-character second-level domain names available for registration to enhance utility and increase awareness of the usTLD in the overall TLD marketplace.

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5.6.3.4   Public Good Reserved Names

At the time the usTLD space was expanded, a reserved name program was implemented to develop certain generic domains into websites for the benefit of public internet community. Administration of the reserved name development program requires specific skills and operations not normally performed by a Registry Operator. Neustar has developed and maintained marketing resources to showcase the public good reserved names into working websites.

We have focused on developing the zip code domains (e.g. 22314.us), as well as such domains as www.library.us, www.parks.us, www.vote.us, and www.zipcode.us into community websites containing information that can be accessed both locally and globally by interested parties. These community sites contain unique features, such as a usTLD directory of user contributed information and clickable links to public libraries, parks, voter information, and maps within each selected region or state.

5.6.4   Domain Name Transfers

(d)   *Domain Name Transfers. The Contractor shall implement a mechanism that facilitates the transfer of a domain name registration from one usTLD registrar to another usTLD registrar at the request of the domain name registrant.*

The following relevant documentation is provided in Appendix C – 'Policies':

- ▪ usTLD Transfer Policy;
- ▪ usTLD Registrar Transfer Dispute Resolution Policy;
- ▪ Standard form of Authorization; and
- ▪ TOS Agreement: Bulk Transfer After Partial Portfolio Acquisition.

Neustar strongly believes that the portability of domain names from one Registrar to another is an important facet of ensuring competition. In fact, the issue of transfers is one that has been discussed at great length in the ICANN community and has been the subject of numerous formal policy development processes. Neustar has been an active participant in those discussions.

5.6.4.1   Inter-Registrar Transfers

In response to concerns about the approvals required to transfer a domain name, and in order to take advantage of best practices developed by the ICANN community, Neustar adopted and implemented the usTLD Transfer Policy. The policy ensures that registrants are allowed to transfer their domain name registrations between Registrars provided that the gaining Registrar's transfer process meets the minimum standards set forth in the policy. It also required that Registrars' domain name transfer processes are clear and concise in order to avoid confusion. Finally, Registrars should inform registrants of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.

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As part of the policy, Registrars are required to obtain confirmation from registrants seeking to transfer their domain names via a Standard form of Authorization.

The transfer policy also makes it clear that both the Administrative Contact and the registrant, as listed in the usTLD Administrator's publicly accessible WHOIS service, are the only parties that have the authority to approve or deny a transfer request to the gaining Registrar. In the event of a dispute, the registrant's authority supersedes that of the Administrative Contact.

For the purposes of the policy, the registrant and the Administrative Contact are collectively referred to as the 'Registered Name Holder'.

Through accredited usTLD Registrars, Neustar collects a unique "AuthInfo" code from Registered Name Holders. The AuthInfo code is the usTLD registrant's unique identifier that verifies they are the actual owner of the domain name and that the transfer request is legitimate.

- Registrars must provide all Registered Name Holders with their unique AuthInfo code within five calendar days of the Registered Name Holder's initial request if the Registrar does not provide facilities for the Registered Name Holder to generate and manage their own unique AuthInfo code.

- In addition, Registrars may not employ any mechanism for complying with a Registered Name Holder's request to obtain the applicable AuthInfo code that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or nameserver information.

- The Registrar must not refuse to release an AuthInfo code to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

- Registrar-generated AuthInfo codes must be unique on a per-domain name basis. The AuthInfo codes must be used solely to identify a Registered Name Holder.

During the last contract term, Neustar determined that ongoing evaluation of the transfer policy would be beneficial to ensure that the interests of the Unites States Internet community continue to be served.

As the transfer policies implemented in the usTLD are similar in nature and scope to the transfer policies of gTLDs, Neustar proposed consideration of the changes made to the ICANN Transfer Policy in 2016 which can be found at the following link: www.icann.org/en/resources/registrars/transfers.

During the current contract term, we updated the usTLD Transfer Policy to reflect those changes and adopted the usTLD Registrar Transfer Dispute Resolution Policy, ensuring the transfer policies for the usTLD continue to take into consideration the legitimate operational and business concerns of Registrars while protecting the needs and interests of the usTLD by ensuring the portability of domain names, the enhancement of competition at the Registrar level, and the maximization of consumer choice.

5.6.4.2 Bulk Transfer After Partial Portfolio Acquisition (BTAPPA)

In August 2012, Neustar proposed, and the DOC/NTIA approved, a new policy – Bulk Transfer After Partial Portfolio Acquisition (BTAPPA). Prior to the adoption of BTAPPA, Registrars were only able to transfer their entire portfolio of domain names to another Registrar without incurring a substantial fee. The BTAPPA service addressed the business situation where only a portion of a Registrar's TLD portfolio is acquired, providing a safe and consolidated method to change sponsorship of domain names.

The BTAPPA service permits the bulk transfer of domain names between two consenting Registrars in the circumstance where one usTLD accredited Registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion – but not all – of another usTLD accredited Registrar's usTLD domain name portfolio. Neustar performs the bulk transfer of the sponsorship of the acquired portfolio of domain names at a mutually agreed upon time within 30 days of receiving the request.

Each BTAPPA request must be submitted to Neustar in writing and must comply with each of the following provisions:

- Both of the Registrars and Neustar must mutually execute the "Terms of Service Agreement for Bulk Transfer After Partial Portfolio Acquisition";

- The gaining Registrar must already be a usTLD accredited Registrar and have in effect at the time of transfer, an usTLD Registrar Accreditation and Registry-Registrar Agreement in good standing with the usTLD Administrator;

- The gaining Registrar must provide evidence of the acquisition, documenting closing date and Registrars involved in the acquisition;

- Both gaining and losing Registrar must approve the list of domain names subject to the bulk transfer;

- Domain names in pending transfer, redemption grace period (RGP), or pending delete status at the time the bulk transfer is processed will not be transferred;

- Domain names within the 45-day auto renew grace window will be subject to bulk transfer, but the usTLD Administrator may be permitted to deny credit for registrants of those domain names who choose to delete after the bulk transfer but prior to the expiration of the grace period;

- Fifteen (15) days before completing the bulk transfer, the losing Registrar must provide written notice of the bulk change of sponsorship to all domain name registrants affected by the bulk transfer. This notice must include an explanation of how the WHOIS record will change after the bulk transfer occurs, the customer support and technical contact information of the gaining Registrar, and a statement that all transfers rules and policies set by the usTLD Administrator shall remain in effect;

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- BTAPPA service is limited to one request per Registrar or "Registrar Group" per six-month period. Registrar Group is defined as multiple Registrar businesses that share common ownership and/or management teams. A single request for the BTAPPA service for domain names held across multiple Registrar accounts held by a Registrar Group, which is party to the purchase by means of a stock or asset purchase, merger or similar transaction is permitted, however the transfer cannot occur solely within and among the Registrar businesses of a Registrar Group. Further, at least 50% of all domain names in the usTLD for which sponsorship will be changed, must be changed to a Registrar outside the Registrar Group.

- The usTLD Administrator has discretion to reject the request for BTAPPA service if there is reasonable evidence that BTAPPA is being requested to avoid fees otherwise due to the usTLD Administrator; and

- BTAPPA may not be requested if gaining Registrar's request would qualify for bulk transfer under the usTLD Registrar Accreditation and Registry-Registrar Agreement.

5.6.5 Redemption Grace Period

(e) *Redemption Grace Period. The Contractor shall implement a policy that allows registrants to restore domain name registrations within a reasonable time period after their expiration.*

Registrants often do not pay attention to the expiration or renewal dates of their domain names, however the domain name of a particular organization could be the sole source from which its income is derived or the lifeblood of its existence.

In response to requests by domain name registrants caught unaware by the unintended or accidental deletion of their domain names, in 2004, Neustar proposed and the DOC/NTIA approved, a policy allowing for registrants to restore expired or deleted domain name registrations within a reasonable time period. Neustar's Redemption Grace Period (RGP) is included in the standard usTLD Registrar Accreditation and Registry-Registrar Agreement, and our implementation of the usTLD RGP provided the basis for ICANN Consensus Policy, which is required to be implemented by all existing and new gTLD Registries. We reaffirm our commitment to this policy – and to the kind of industry leadership it reflects – and recommend no changes.

Neustar's implementation of the RGP for the usTLD is fully automated and EPP-compliant. The Neustar RGP enables Registrars to restore usTLD domain names that have been inadvertently deleted through registrant or Registrar error, but which are still within a designated 30-day grace period (called the Redemption Period). During the Redemption Period, the domain name is removed from the zone, meaning that the domain name no longer resolves. This serves to draw the attention of a registrant who has accidentally deleted or failed to renew a domain name, as none of the associated services, including email or web traffic, will resolve. The registrant can then restore the domain name with its current Registrar and, by doing so, reconnect its non-resolving services.

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More specifically, the key highlights of Neustar's RGP implementation include the following:

- In order to remain EPP-compliant, Neustar only uses domain name statuses defined in the current EPP specifications. As such, a domain name that has been deleted by a Registrar will remain in "PendingDelete" status for the shorter of either 35 days or until it is restored;

- The Redemption Grace Period does not apply to domain names that are within the Add Grace Period. Thus, it would not apply to domain names that have been deleted during the first five days after its initial creation;

- All domains deleted outside the Add Grace Period will be placed on "PendingDelete" status for a total of 35 days, after which time, the name names will be purged from the Registry database and made available again for registration;

- During this "PendingDelete" timeframe, a domain name is only redeemable for the first 30 days, and cannot be otherwise modified. In other words, the only action allowed by the Registrar during this period is the restoration of the domain name;

- Upon being placed in "PendingDelete" status, a domain name will be immediately removed from the DNS, but will remain in the WHOIS with a notation about the dates of deletion;

- At the conclusion of the 30-day restoration period, the domain name will remain in "PendingDelete" for an additional five days. During this time, the domain cannot be restored, modified, deleted, or transferred. At the conclusion of this five-day period, the domain name will be purged from the Registry;

- Neustar uses the EPP "Renew" command as the basis for the "Restore" command. In addition, EPP extensions will be used to capture additional required information as described below;

- Registrars may only restore a domain name in order to correct unintentional deletions caused by the registrant or Registrar. Restoring registered domain names in order to assume the rights to use or sell them violates the usTLD Registrar Accreditation and Registry-Registrar Agreement;

- Registrars must verify their compliance with the intention of the RGP service by submitting a Registrar Restore Report to the Neustar. The primary purpose of the report is to identify the circumstance that led to the Restore request. Neustar will collect the reporting data at the time the Restore command is submitted.

In addition, the following information must be submitted by the Registrar to Neustar as part of the Restore command. Failure to provide all of the following data at the time the command is submitted will result in a failure to restore the domain name:

- Written explanation and corresponding reason code as to why the domain name was restored, e.g., Registrar error, dispute resolution, etc.;

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- ▪ Written statement affirming that Registrar has not, unless required by law, restored the domain name in question in order to assume the rights to use or sell the name for itself or for any third party; and

- ▪ Written statement affirming that information in report is factually accurate to the best of the Registrar's knowledge.

Neustar retains copies of all Registrar Restore transactions and can provide the DOC/NTIA with such reports as required.

5.6.6 Domain Name Review

(f)   *Domain Name Review. The Contractor shall implement a policy that allows the Contractor the right to reasonably refuse registration of any domain name in the usTLD.*

The following relevant policy documents are provided in Appendix C – 'Policies':

- ▪ usTLD Administrator Reservation of Rights.

Neustar developed and implemented the usTLD Domain Review policy in 2002, subsequently updated in 2006. In 2002, Neustar also adopted the Reservation of Rights Policy, to reasonably refuse registration of any domain name in the usTLD.

5.6.7 Registration Abuse

(g)   *Registration Abuse. The Contractor shall implement a policy that prevents and combats abuses of the usTLD registration system including practices that harm, mislead, or confuse consumers and that misuse intellectual property in the usTLD. This policy may include methods to curb the misuse of automated registration technologies and the add/drop grace period; and*

The following documentation can be found at Appendix C – 'Policies':

- ▪ usTLD Acceptable Use Policy;

- ▪ usDRP Policy and Rules;

- ▪ usRS Policy and Rules; and

- ▪ usTLD Administrator Reservation of Rights.

Neustar applies its advanced, secure technologies in routing, addressing and authentication to its customers' data to help them identify new revenue opportunities, network efficiencies, and cybersecurity and fraud protection measures.

As the trustee for an important public resource, the usTLD Administrator is responsible for the development of sound policies and procedures designed to ensure that usTLD serves the public interest and the needs of the United States and global Internet communities.

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To properly serve the public interest, the usTLD Administrator must implement and enforce a variety of policies and procedures to effectively combat abusive use of usTLD registrations to harm, mislead, or confuse consumers and/or misappropriate intellectual property.

In addition to implementing the usDRP and the usRS, as described above and in Section 5.3 – 'Dispute Resolution and Sunrise', which are designed to curb the registration or use of usTLD domain names in bad faith, Neustar has implemented a host of programs specifically aimed at improving the integrity of the usTLD and curbing abusive domain name practices. Neustar will continue to support policies, procedures, and mechanisms going forward to create a best-in-class toolbox to combat abuse in the usTLD. These policies and procedures include, without limitation:

- Maintaining a 24/7 Abuse Point of Contact and requiring usTLD Registrars to do the same;

- Ensuring the availability of easy to use mechanisms for submitting complaints about abusive use of the usTLD, and creating specific obligations requiring investigation of and response to such complaints;

- An enhanced and expanded WHOIS Accuracy Program requiring verification of registrant contact information, WHOIS reminder requirements, investigation of inaccurate and/or incomplete WHOIS data, and mandatory suspension of registrations associated with inaccurate and/or incomplete WHOIS data, all of which are backed up by extensive sampling of WHOIS data for proactive quality monitoring;

- Enforceable prohibitions on the use of the usTLD domain names to distribute malware, operate botnets, engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engage in activity that is contrary to United States law, and clear disclosures about the consequences of engaging in conduct prohibited by usTLD specifications and policies, including the possibility of suspension or termination of the domain name;

- Advanced automated systems to detect and combat phishing, botnets, malware and other abusive behaviors that leverage the DNS;

- Curbing or eliminating the abuse of the Add Grace Period, which was originally intended to protect registrants;

- Management of Orphan Glue Records.

Finally, Neustar has implemented an innovative Registry Threat Mitigation Service (RTMS) to detect, investigate and mitigate a number of forms of the above listed abusive domain name activities. Details about the RTMS can be found in Section 4.11 – 'Security and Stability'.

5.6.7.1 Abuse Point of Contact

Neustar publishes on its website a single abuse point of contact responsible for addressing inquiries from law enforcement and the public related to malicious and abusive conduct.

Neustar also provides such information to the Contracting Officer and the Contracting Officer's Technical Representative. This information includes a valid e-mail address dedicated solely to the handling of malicious conduct complaints, a direct-dial telephone number, and a mailing address for the primary contact. This information is kept accurate and up-to-date and will be provided to the DOC/NTIA if and when changes are made. We regularly receive and respond to inquiries from law enforcement and various United States Government agencies via this point of contact as well as through our day to day interactions with relevant stakeholders.

With respect to inquiries from usTLD accredited Registrars, Neustar maintains an additional point of contact to handle requests by Registrars related to abusive domain name practices. usTLD Registrars are similarly required to provide an abuse point of contact and other information consistent with the requirements of the 2013 usTLD Registrar Accreditation and Registry-Registrar Agreement.

5.6.7.2 Policies Regarding Abuse Complaints

An Acceptable Use Policy that clearly delineates the types of activities that constitute abuse and the repercussions associated with an abusive domain name registration, is essential to the proper operation of any Registry. Neustar obliges Registrars to enforce Registry policies and reserve the right to take the appropriate actions based on the type of abuse. This may include locking down a domain name to prevent any changes to the contact and nameserver information associated with the domain name, placing the domain name "on hold" which prevents the domain name from resolving, transferring the domain name to another Registrar, and/or where the domain name is associated with an existing law enforcement investigation, substituting nameservers to collect information about the DNS queries to assist the investigation.

Although Neustar has clearly laid out what practices are acceptable and which are not throughout the Registrar and Delegated Manager Agreements, we formally detail such requirements in a single, published, comprehensive Acceptable Use Policy. The usTLD Acceptable Use Policy clearly defines the types of activities that will not be permitted in the usTLD and reserves the right to lock, cancel, transfer or otherwise suspend or take down domain names violating the Policy and allows the usTLD Administrator to share information with law enforcement where appropriate. Each usTLD accredited Registrar must agree to pass through the Acceptable Use Policy to its resellers (if applicable) and, ultimately, to usTLD registrants.

5.6.7.3 Enforcement of Accurate Contact, Nexus, and WHOIS Information

An aggressive WHOIS enforcement program is one of the best ways to deter abusive registration practices. A complete and accurate WHOIS database promotes the United States Government's interest in preventing identity theft, fraud and other online crime, in promoting the public's ability to police its rights against unlawful copyright and trademark infringement, and avoiding technical mishaps.

As further discussed above in Section 5.6.2 – 'WHOIS Accuracy', Neustar has a comprehensive WHOIS Accuracy Program. As part of the WHOIS Accuracy Program, Neustar implements numerous successful programs, including:

- WHOIS Accuracy Specification, including:

  □ WHOIS Data Reminder Policy;

  □ WHOIS accuracy and verification requirements;

  □ Duties to investigate and respond to complaints regarding WHOIS inaccuracy;

  □ Requirement to either verify information manually or suspend the registration until such time as Registrar has verified the applicable contact information.

- WHOIS/Nexus Data Reminder Policy, which requires that a Registrar present current WHOIS information to each registrant at least annually and remind the registrant that the provision of false data can be grounds for the cancellation of a registration;

- WHOIS/Nexus Data Accuracy Report System, a Neustar-designed system that receives and tracks third party complaints about inaccurate, incomplete or proxy WHOIS data;

- WHOIS Data Accuracy Audit and Report, under which Neustar undertakes a WHOIS data accuracy audit during each year of the contract that will test whether usTLD accredited Registrars are investigating and correcting WHOIS and Nexus related contact details in response to inaccuracies reported through WHOIS Data Problem Report System;

- Semi-Annual Sampling of Domain Names, whereby Neustar performs a manual review of a large number of domain names, randomly selected, to test the prima facie accuracy of WHOIS records;

- Inspection of Registrar WHOIS Functionality, through which Neustar enforces a Registrar's requirement to either provide a WHOIS interface or link to Neustar's authoritative WHOIS service;

- WHOIS Accuracy Program Annual Report, presented to the DOC, describing the results of the WHOIS Accuracy Program initiatives described above; and

- Proactive monitoring of the prohibition on proxy registrations, where Neustar employs a proven algorithm to detect the inadvertent or intentional registration of proxy, anonymous and/or private domain name registrations, and enforces a Registrar's obligations to the usTLD Administrator.

5.6.7.4 Prevention of Abusive DNS Practices

Neustar believes that the usTLD Administrator must not only aim for the highest standards of technical and operational competence, but also act as a steward of the namespace on behalf of the United States Government in promoting the public interest.

One of the public interest functions for a responsible domain name Registry includes working towards the elimination of fraud and identity theft that result from phishing, pharming, and email spoofing of all types involving the DNS. The usTLD Administrator must have the policies, resources, personnel, and expertise in place to combat such abusive DNS practices. Neustar is at the forefront of combating abusive online practices: we have deployed tools to proactively detect malicious activity; we thoroughly investigate any suspected or reported malicious behavior, and we promptly take remedial action in response. As discussed in detail below, no other Registry Operator has implemented such comprehensive processes to effectively combat these issues. More information about Neustar's RTMS can be found in Section 4.11 – 'Security and Stability'.

Neustar's active prevention policies stem from the notion that registrants in the usTLD have a reasonable expectation that they are in control of the data associated with their domains, especially its presence in the DNS zone. Because domain names are sometimes used as a mechanism to enable various illegitimate activities on the Internet – including malware, bot command and control (C&C), pharming, and phishing – often the best preventative measure to thwart these attacks is to remove the names completely from the DNS before they can impart harm, not only to the domain name registrant, but also to millions of unsuspecting Internet users.

Removing the domain name from the zone has the effect of shutting down all activity associated with the domain name, including the use of all websites and email. Thus, the use of this technique should not be entered into lightly. Neustar, therefore, has an extensive, defined, and documented process for taking the necessary action of removing a domain from the zone when its presence in the zone poses a threat to the security and stability of the infrastructure of the Internet or the Neustar Registry.

Monitoring for Malicious Activity

Failing to prevent malicious actors from using domain names for nefarious purposes can undermine trust in an entire namespace. Neustar is a pioneer in monitoring TLDs for abusive and malicious domain name practices, and we have significant experience in malicious activity monitoring.

Neustar's RTMS platform protects the usTLD with a centralized abuse detection, investigation and reporting system. Abusive registrations and compromised domain names are identified through continuous monitoring of internal and external data sources, including reports by security organizations and law enforcement organizations. Abusive activity monitored includes phishing, malware distribution, exploit hosting, and botnets. Once abusive activity is identified, alerts are created within the platform. Each alert is investigated using the platform and supporting systems. Investigation progress and results are tracked through platform, with detailed audit logs. Alerts are also archived for long term retrieval and review.

As part of the RTMS service, we have established an effective detection and investigation process. In addition to having an active information security team that reviews abusive activity in the usTLD, Neustar is an active member in a number of security organizations that have

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extensive expertise and experience in receiving and investigating reports of abusive DNS practices. Each of these sources is a well-known security organization that has developed a reputation for the prevention of harmful activities affecting the Internet. Aside from these organizations, Neustar also actively participates in privately run security associations whose basis of trust and anonymity makes it much easier to obtain information regarding abusive DNS activity.

Once information is received from a trusted source, third-party, or detected by Neustar's internal security group or data feeds, details about the abusive activity are tracked through the RTMS platform as alerts. Although the impacted URL is included in the alert, the URL is accessed only in a laboratory environment so as to not compromise our network. The laboratory environment is designed specifically for these types of tests and is scrubbed on a regular basis to ensure that none of our internal or external network elements are harmed in any fashion.

Once the complaint has been reviewed and the alleged abusive domain name activity is verified to the best of the ability of the RTMS investigation team, the details of the investigation are distributed to the TLD Computer Incident Response Team (TLDCIRT) email list, which supports mitigation efforts. These efforts may include notifications to the sponsoring Registrar, with a prescribed period in which to investigate the activity and either place the domain name on hold, delete the domain name in its entirety, or provide a compelling argument to the Registry to keep the name in the zone.

If deemed appropriate, or where the abusive activity is not addressed within the time period given in the notice to the Registrar, our Customer Support team may place the domain name on "ServerHold." Although this action removes the domain name from the zone (that is, removes it from the DNS), the domain name record still appears in the WHOIS database so that the domain name and associated entities can be investigated by law enforcement should they become involved.

RTMS Platform

More information about Neustar's innovative RTMS platform is provided in Section 4.11 – 'Security and Stability'.

5.6.7.5   Coordination with Law Enforcement and Industry Groups

Neustar has extensive experience with our industry-leading domain name abuse and malicious activity monitoring program and our close working relationship with a number of law enforcement agencies, both in the United States and internationally. For example, in the United States, Neustar is in constant communication with the Federal Bureau of Investigation (FBI), US CERT, Homeland Security, the Food and Drug Administration, and the National Center for Missing and Exploited Children (NCMEC). Neustar is also in the process of obtaining Internet Watch Foundation (IWF) membership the usTLD.

The IWF is a UK non-profit which finds and receives reports of material depicting the exploitation of minors, much like the NCMEC in the United States IWF operates a membership program which allows entities like Registries and Registrars to receive reports directly; Neustar

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will report information received from IWF to NCMEC and take appropriate action based on usTLD policies.

Neustar is also a participant in a number of industry groups aimed at sharing information among key industry players about the abusive registration and use of domain names. These groups include the Anti-Phishing Working Group, DNS-OARC and the Center for Safe Internet Pharmacies, where Neustar was one of the founders and continues to serve on the Board of Directors. Through these organizations and others, Neustar shares information regarding abusive activity not only within our own TLDs, but also with respect to domain names in other Registry Operator's TLDs as it is often the case that abuses occur across a number of TLDs. Neustar routinely provides this information to the other Registry Operators so that they can take the appropriate action.

Neustar affirms its commitment to timely (within one business day) response to reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of .us domain names.

5.6.7.6   Abusive Use of Add Grace Period (AGP): Domain Name Tasting

The AGP was intended to allow the no-cost cancellation of a domain name when registrants or Registrars mistyped or misspelled domain names during the registration process. The AGP has, in some cases, been exploited through "domain tasting", a first step in a monetization practice used to test the profitability potential of registrations. During this "tasting" period, registrants would conduct a cost-benefit analysis to determine if the domain name return enough traffic that can be monetized to offset the registration fee.

Neustar developed an innovative solution, first deployed in its operation of the .biz top-level domain, and subsequently in the usTLD, to prevent systematic exploitation of the AGP to gain access to domain names without cost.

Neustar's solution imposes a monthly limit, allowing each Registrar to delete up to 10% of its new registrations or fifty domain names, whichever is greater, each month. For example, if a Registrar registers 1,000 new domain name registrations in a given month and deletes 150, at the end of the month the Registrar receives a credit from Neustar for the deletion of 100 of those domain names (being 10% of 1,000), but not for the additional 50 names. Recognizing that a small number of deletions by a Registrar that does a smaller volume of new registrations could be adversely impacted by the percentages, we allow each Registrar to delete up to 50 usTLD domain names during AGP regardless of the Registrar's size. Thus, a Registrar that registers 250 usTLD domain names in a given month is permitted to delete up to 50 domain names during AGP at no charge despite the fact that this would be 20% of its total monthly registrations.

In developing this approach, Neustar hypothesized that requiring domain name tasters to pay full price for any domain names deleted above the 10% threshold would increase the costs of domain tasting beyond any potential benefits to the domain tasters. Our hypothesis has proven correct and we have seen very little if any domain tasting in the usTLD since implementation of Neustar's proposal was approved by the Department of Commerce.

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5.6.7.7 Measures for Removal of Orphan Glue Records

As ICANN's Security and Stability Advisory Committee (SSAC) rightly acknowledges, although orphan glue records may be used for abusive or malicious purposes, the "… dominant use of orphaned glue supports the correct and ordinary operation of the DNS."

While orphan glue records often support correct and ordinary operation of the DNS, these records can be used maliciously to point to nameservers that host domains used in illegal phishing, botnets, malware, and other abusive behaviors. Neustar address this issue at the Registry level by:

- Enforcing the requirement that Registrars to provide a glue record ONLY when a domain name is delegated to a nameserver that is sub-ordinate to itself (sub-ordinate host). This is referred to as a "narrow" glue policy. For example if a Registrar attempts to delegate the domain name "example.org" to the nameservers "ns1.example.org" and "ns2.example.org", the Registry will require that IP Addresses are provided for those nameservers.

- When a domain name is deleted, any sub-ordinate host will be deleted along with it. For example, referencing the above dot point, if the domain name "example.org" is deleted the sub-ordinate hosts "ns1.example.org" and "ns2.example.org" are deleted along with the domain name. Also if "ns1.example.org' and / or "ns2.example.org" are currently linked to any other domain name, that relationship will be removed through their deletion.

- If a sub-ordinate host is linked to any domain name that is not its super-ordinate, the host's IP Address will not be published for the domain name. For example if "ns1.example.org" and "ns2.example.org" were delegated to "another-domain.org", the IP Addresses specified for "ns1.example.org" and "ns2.example.org" are not published in the DNS for "another-domain.org."

5.6.8 Other Policies

(h) Other Policies. The Contractor may propose such other policies, amendments to current polices in this section (C.5.1), or additional procedures or mechanisms as are necessary to fulfill the Contract's requirements and increase the use of, or otherwise facilitate continued improvement of the usTLD.

During the current contract term, Neustar has adopted the following policies and specifications:

- usTLD Acceptable Use Policy;

- usTLD Registrar Transfer Dispute Resolution Policy;

- usTLD Registrar Use of Resellers Specification;

- usTLD Data Retention Specification; and

- usTLD Rapid Suspension Policy and Rules.

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Neustar has also updated or modified the following policies and specifications:

- usTLD Nexus Dispute Resolution Rules;

- usTLD WHOIS Accuracy Program Specification;

- usTLD Registry Operator's Code of Conduct; and

- usTLD Transfer Policy.

For the upcoming contract term, Neustar has proposed the following policies:

- usTLD Launch Policy;

- usTLD Privacy Services Policy; and

- usTLD Privacy Services Terms & Conditions.

Going forward, Neustar anticipates that the usTLD Stakeholder Council will continue to consider policy development in a variety of additional areas.

5.7   Code of Conduct

C.5.1 (vii)   Adhere to a Code of Conduct. The Contractor shall adopt a code of conduct requiring it to administer the usTLD impartially and without discriminating among or between eligible registrants, operate the usTLD in the public interest, and protect proprietary information of usTLD registrars.

Neutrality is a fundamental part of Neustar's DNA. Neustar complies, enthusiastically, with strict neutrality regulations and has done so since the beginning – it's simply how we're wired.

As part of our neutrality framework, we are required to comply with a code of conduct that is designed to ensure our continued neutrality. This commitment to neutrality is applied to all of Neustar's activities through the company's Code of Business Ethics. The Code of Business Ethics provides the standards by which directors, officers, employees and contractors providing services to or on behalf of Neustar will conduct themselves in order to protect and promote organization-wide integrity and to enhance Neustar's ability to achieve its mission. This is further described in Section 11.1 – 'Neustar Code of Business Ethics'.

In addition to the Neustar Code of Business Ethics, Neustar has adopted a usTLD Registry Operator Code of Conduct which is published on the usTLD website at the following link: www.about.us/policies/ustld-registry-operator-code-of-conduct.

The usTLD Registry Operator Code of Conduct requires Neustar to:

1   Administer the usTLD in the public interest, in compliance with our contractual obligations and applicable law and regulation;

2   Publish all policies, procedures, and requirements applicable to usTLD Registrars, Delegated Managers, and usTLD registrants (collectively, usTLD Users);

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3   Develop policies and procedures for the usTLD in consultation with usTLD stakeholders in accordance with the usTLD multistakeholder process, with the goal of ensuring that usTLD policy continuously meets the needs of existing usTLD registrants, supports a more robust, certain, and reliable DNS, enhances the user experience and utility of the usTLD, promotes innovation while protecting intellectual property rights, and supports ongoing discussion of and response to evolving and emerging DNS issues;

4   Apply standards, policies, procedures or practices neutrally and fairly, without singling out any usTLD Registrar, Delegated Manager, or usTLD registrant for disparate treatment over other such users unless justified by substantial and reasonable cause;

5   Ensure that usTLD Users have equal access to administration services provided by Neustar;

6   Ensure that no data, including personal information about a usTLD registrant or proprietary information from any usTLD Registrar or Delegated Manager is disclosed to affiliates, subsidiaries, or other related entities, or to other usTLD Users, except as necessary for the management and operations of the usTLD;

7   Not register names in the usTLD for its own use except through a usTLD Registrar unless such names are reasonably necessary for the management, operations, promotion, and other purposes of the usTLD;

8   Not disclose confidential information about its Registry services, including proprietary information about searches or resolution requests by consumers for unregistered domain names to employees of any usTLD User (including any parent, subsidiary, affiliate, subcontractor or other related entity engaged in the provision of Registry services with respect to the usTLD) with the intent of putting them at an advantage in obtaining usTLD administration services from Neustar, except as strictly necessary for the management and operations of the usTLD; and

9   Require any parent, subsidiary, affiliate, subcontractor or other related entity engaged in the provision of Registry services with respect to the usTLD to maintain separate books of accounts with respect to such services.

The usTLD Registry Operator Code of Conduct also requires Neustar to conduct internal neutrality reviews on a regular basis. In addition, Neustar and DOC/NTIA may mutually agree on an independent party to conduct a neutrality review of Neustar, ensuring that Neustar and its owners comply with all the provisions of the usTLD Registry Operator Code of Conduct. The neutrality review may be conducted as often as once per year. Neustar will provide reasonable access to information and records appropriate to complete the review. The results of the review will be provided to DOC/NTIA and shall be deemed to be confidential and proprietary information of Neustar and its owners.

6   Locality Based usTLD Structure Functions

Neustar's administration of the usTLD guarantees uninterrupted administrative, operational and technical support excellence of the usTLD locality-based structure, including a no cost service for Delegated Managers and Neustar sponsored locality registrants.

We are committed to securing agreements with every Delegated Manager and user of a usTLD locality name to ensure awareness of, and enforcement for, all usTLD policies while responsibly bringing greater accountability to the legacy space.

Highlights

- Neustar updated and enhanced its proprietary Delegated Manager tool to provide more robust functionality and best-in-class security with ease of use tools to locality customers;

- Neustar automated and updated the usTLD Locality Registrant Agreement procedures to streamline systems and create better understanding of processes for locality registrants;

- Neustar provides continued administrative oversight to ensure usTLD policies and requirements are met by both Delegated Managers and locality-based registrants;

- Neustar provides comprehensive services at no cost to Delegated Managers and locality registrants sponsored by Neustar; and

- Neustar's continued administration of the usTLD locality-based namespace will eliminate transition costs and risk for current users of the space while delivering exceptional support.

6.1   Service for Existing Delegates and Registrants

C.6.1 (i) Provide Service for Existing Delegees and Registrants.

Neustar provides a variety of services for Delegated Managers. In addition to providing the DNS and other support services discussed in this section, Neustar also provides 24/7 customer service for Delegated Managers and locality registrants via publicly available phone and email contact information.

We also provide dedicated services such as a Delegated Manager Web Portal and locality WHOIS services. We are committed to our continued support of the locality-based space and each of its stakeholders.

C.6.1 (i)(a)   The Contractor shall provide service and support for existing delegees and registrants in the locality-based usTLD structure.

As responsible stewards of the usTLD, Neustar has managed the locality-based domain namespace since becoming the usTLD Administrator in October 2001. During this time, the

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number of locality domain names has grown to over 12,000, and we now have agreements with 375 Delegated Managers covering 2,381 localities. Most of this growth occurred as a result of bringing organization to the space that did not previously exist. This section discusses the current policies and procedures in place for the management of the locality-based space.

> *C.6.1 (i)(b)*   *The Contractor shall develop and implement a procedure and a mechanism to ensure all delegated managers abide by usTLD policies and maintain certain minimum technical and service requirements for the locality registrants each serves. This shall include, at a minimum, the following:*
>
> *(1) The Contractor shall develop appropriate minimum technical and service requirements for delegated managers;*
>
> *(2) The Contractor shall develop a mechanism that facilitates each delegated manager's compliance with usTLD policies and requirements;*
>
> *(3) With the consent of DOC, the Contractor shall rescind the delegation for delegated managers unwilling to agree to or abide by the usTLD policies and maintain minimum technical and service requirements;*
>
> *(4) The Contractor shall serve as the delegated manager for a locality space when the Contractor has rescinded the delegation for any delegated manager as described in*
>
> *(3) above or the delegated manager for that locality space voluntarily relinquishes its delegation or seeks to change its status to become a locality registrant;*
>
> *(5) The Contractor shall seek to identify all delegated managers and locality registrants that are currently unknown; and*
>
> *(6) The Contractor may propose amendments to current policies, additional procedures and mechanisms to facilitate continued improvement, use and utility of the locality space.*

Neustar has developed and implemented procedures and tools to ensure that all Delegated Managers abide by the usTLD policies and that they maintain minimum technical capabilities and services. These procedures are outlined in more detail below.

For more information about the enhancements Neustar has implemented in the locality-based space to facilitate Delegated Manager compliance, see Section 8 – 'Enhanced usTLD Functions'.

6.1.1 Delegated Manager Requirements

Neustar created comprehensive technical and service requirements for Delegated Managers. The following key policies have been incorporated into the usTLD Administrator-Delegated Manager Agreement:

- No new Delegated Managers are authorized in the usTLD locality-based space. While the existing Delegated Managers perform a valuable function that has historical significance, there is little benefit to be gained by adding new Delegated Managers. Neustar's extensive experience as the default Delegated Manager for

several thousand delegations makes us the best choice for the continued fulfillment of that role.

- For existing Delegated Managers, a contractual relationship is required between each Delegated Manager and the usTLD Administrator outlining obligations and rights of both parties and adherence to usTLD policies. Also, a contractual relationship is required between each Delegated Manager and their registrants of locality domains outlining obligations and rights of both parties.

- As a component of that agreement, Delegated Managers are required to provide explicit levels of customer service that can be enforced, including fair and reasonable customer service response times for updates and changes to the domain record. In the event a Delegated Manager is not responsive, the usTLD Administrator retains the right to rescind delegations and become the official Delegated Manager if and when current Delegated Managers do not meet their contractual obligations and after defined cure periods have passed.

- As the registrants of the legacy domains, state and local governments have the right to request direct control of their locality delegations, if they are the only domain name registered in the delegation, especially where there is documented evidence of Delegated Manager unresponsiveness to service needs.

- Delegated Managers are required to report every new sub-delegation to the usTLD Administrator and add it to a master list of all delegations, and each Delegated Manager shall maintain accurate and up-to-date information in the WHOIS database. Further, Delegated Managers are required to use their delegations or relinquish them. In other words, it is the usTLD Administrator's role to enforce compliance to the prohibition against "lame delegations" that do not resolve for a specified period of time. To ensure compliance, Neustar has implemented a DNS crawler that runs once a month, logs any violations, and generates a report for follow-up.

- The usTLD Administrator also supports a process for transferring locality delegations between existing Delegated Managers, provided such transfers are coordinated directly with and approved by the usTLD Administrator in advance of the actual transfer of responsibility. Any fees charged by Delegated Managers must be fair and reasonable.

- To the extent not inconsistent with other usTLD policies, Delegated Managers are required to comply with RFC 1480 and any successor document.

- Delegated Managers are required to agree to provide equal access and support to all registrants of locality domain names.

- Delegated Managers are required to comply with nexus requirements and other applicable usTLD policies, and to comply with all DOC-mandated requirements.

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- Delegated Managers must have a registration agreement with the localities that requires the locality registrants to agree to:

  □ usTLD Dispute Resolution Policy and Rules;

  □ usTLD Nexus Requirements;

  □ Nexus Dispute Policy and Rules; and

  □ Registration requirements and Acceptable Use Policy (as posted on the usTLD Administrator public website).

- Delegated Managers shall obtain and supply accurate and up-to-date contact information from locality registrants, and the Delegated Manager must follow specific enforcement provisions to ensure accurate registrant information.

- Delegated Managers shall agree, and shall require registrants to agree, to allow their information to be publicly displayed in the central WHOIS database.

- Delegated Managers must agree to submit to usDRP. In addition, in the event of a dispute between the Delegated Manager and the registrant of a locality domain, the Delegated Manager gives the usTLD Administrator permission to take back the delegation until the dispute is resolved.

- The usTLD Administrator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, and the usTLD Administrator is given rights to terminate the agreement (take back the delegations) in certain events.

- The Delegated Manager Agreement contains express provisions stating that there are no third party beneficiaries.

6.1.2 Process for Rescinding a Delegation

In close coordination with the DOC, Neustar developed a process for rescinding delegations from any Delegated Managers who fail to execute the required Delegated Manager Agreement or abide by usTLD policies and minimum technical and service requirements.

Neustar identified five possible scenarios that require varying approaches for rescinding a delegation. These scenarios were defined by the level of cooperation from the Delegated Manager of record. The scenarios were: cooperative but unable continue to provide service, uncooperative, unresponsive, unknown or government. Those Delegated Manager's that fell into one of these categories were subject to a 'take-back' or rescinding the specific delegation. Figure 41 below captures this process in graphic format:

Figure 41 – usTLD Locality Space Compliance Process

Take-Back Activities

Neustar works with Delegated Managers and locality registrants to ensure they get all the needed assistance to become compliant both in terms of signing the appropriate agreement, compliance with usTLD standards of excellence and also in ensuring that their registration data is always up-to-date.

In the process of performing a take-back Neustar will execute the following steps:

- **Investigation**: Identification of Delegated Manager or locality registrant receiving complaints, using original inherited data, online research to locate and/or verify contact data, verify accuracy of contact data.

  - Determine nature of registrant complaints, if received;

  - If unable to verify contact then declare the Delegated Manager or registrant as unknown;

  - Reach out to the verified known contacts.

- **Outreach**: Reach out to known Delegated Managers.

- **Compliance**: Work with the Delegated Manager or locality registrant to obtain compliance plans and/or obtaining signed agreements.

- **Take-back**: Delegated Managers may decide that they want to turn over their delegation to Neustar voluntarily and for personal reasons. Others may enter "take-back" due to a refusal to comply with the above-mentioned requirements.

The following table explains the process for Delegated Managers who are cooperative, unknown, unresponsive, uncooperative, or a government, and provides more details on the Delegated Manager states.

Delegated Manager	Process
Cooperative	- Delegated Manager elects to cease operating as Delegated Manager. - Delegated Manager gives Neustar all the necessary zone file data. - Neustar loads zone file data into Registry database. - Delegated Manager notifies locality registrant of change. - Neustar takes on Delegated Manager role and provides Customer Support.
Unknown	- Neustar attempts to identify Delegated Manager or locality user. - Neustar contacts State Government officials with prior notice of a pending take-back. - Neustar changes nameservers of the third-level delegation to point to a Neustar Customer Support landing page with instructions for contacting Neustar. This action will cause live sites and email to stop functioning. - Neustar takes on Delegated Manager role and provides Customer Support.
Unresponsive	- Neustar attempts to contact known Delegated Manager or locality user. - Delegated Manager or locality user does not respond and has not executed an agreement. - Neustar contacts State Government with prior notice of a pending take-back. - Neustar changes third-level nameservers to point to a Neustar Customer Support landing page with instructions for contacting Neustar. This action will cause live sites and email to stop functioning. - Neustar takes on Delegated Manager role and provides Customer Support.

Delegated Manager	Process
Uncooperative (agreement has never been signed)	- Neustar contacts known Delegated Manager or locality user. - Known Delegated Manager or locality user refuses to cooperate and states unwillingness to comply with usTLD locality space requirements, including execution of the applicable agreement. - Neustar contacts State Government officials with prior notice of a pending take-back. - Neustar submits proposed list to DOC/NTIA for take-back approval. - DOC/NTIA responds with approval/disapproval. - For approved take-backs, Neustar changes third-level delegation nameservers to point to a Neustar Customer Support landing page with instructions for contacting Neustar. This action will cause live sites and email to stop functioning. - Neustar takes on Delegated Manager role and provides Customer Support.
Uncooperative (agreement has been signed previously)	- Neustar contacts known Delegated Manager or locality user. - Known Delegated Manager or locality user refuses to cooperate and states unwillingness to comply or agree to a compliance/cooperative plan for contractual usTLD locality space requirements or usTLD customer service requirements. - Neustar contacts State Government officials with prior notice of a pending take-back. - For approved take-backs, Neustar changes third-level delegation nameservers to point to a Neustar Customer Support landing page with instructions for contacting Neustar. This action will cause live sites and email to stop functioning. - Neustar takes on Delegated Manager role and provides Customer Support.
State or Local Government	- Neustar contacts known Delegated Manager or locality user. - State Government proposes amended language (if any). - Neustar reviews proposed amended language and negotiates with State or Local Government to reach mutually acceptable language within all policy and requirements of the usTLD locality namespace. - The State or Local Government signs the agreement and becomes the Delegated Manager for their locality names. - If amendments cannot reach a mutually acceptable proposal, we reach an impasse. - Neustar submits proposed list of names to DOC/NTIA for take-back approval. - DOC/NTIA responds with approval/disapproval. - For approved take-backs, Neustar changes third-level delegation nameservers to point to a Neustar Customer Support landing page with instructions for contacting Neustar. This action will cause live sites and email to stop functioning. - Neustar takes over Delegated Manager role and provides Customer Support. - If not approved, the names remain in the current state and are pending further action.

In a majority of cases involving government agencies as Delegated Managers, Neustar rarely takes back a delegation, but rather works with the individual locality agency to reach a mutually accepted agreement with terms that are acceptable under their local contracting rules.

To ensure full compliance with all usTLD policies, Neustar has worked and continues to work with third party Delegated Managers and state and local governments to secure Delegated Manager and Locality Registrant Agreements.

Experience from these negotiations clearly shows that the usTLD Administrator must have the legal expertise in United States Government contract law to effectively and responsibly deal with state and local government officials on negotiations related to the relevant Locality Agreements. Only through this knowledge and experience can the usTLD Administrator balance the needs of the states and localities to comply with their own statutes and regulations, while also ensuring the effective administration and operation of the locality-based structure and the

United States Government's need for the usTLD Administrator to modify its policies governing the operation of the usTLD. Neustar is the only Registry Operator with such experience.

Post Take-Back Activities

While the take-back process seems to be straight forward, each take-back is unique since DNS, by its very nature, is hierarchical and could be infinitely deep with delegations managed (or not managed) by any number of people. This creates a lot of risk in any take-back as one missed delegation could break service.

The lack of good record keeping by many Delegated Managers leads to problems that have to be worked through on a case-by-case basis. Our technical experts and Customer Support team members perform forensic analysis before, during and after a take-back to attempt to limit disruption and provide the best plan to ensure the least amount of disruption to registrants and customers often adding many hours of labor intensive manual workloads. The following are some of processes we have designed and implemented, through our years of experience managing the locality-based namespace, to use in a take-back:

1   Obtain a list of all fourth-level and other lower-level sub-domains within each delegation, along with contact data and at least two working nameservers;

2   Create the delegations within Neustar DNS servers to maintain resolution for customers during the take-back;

3   Initiate the take-back of the respective third-level domain names;

4   Track down and confirm contacts for sub-delegations still in use, and execute new usTLD Locality Registrant Agreements with updated contact data;

5   Create the sub-delegations within the Registry database;

6   Work with those contacts to bring into compliance all locality domains in a delegation.

This process is slow, labor-intensive, and requires a lot of patience and understanding, especially considering that most localities have little (or in many cases no) knowledge of the domain name registration process. Neustar's experience and skills developed over 17 years of working with these types of customers would be hard to pass along to a new usTLD Administrator, and an extremely important constituency of the usTLD namespace would be most disadvantaged.

As an example, Texas Hostmaster Regional, the Delegated Manager for more than 300 delegations, asked Neustar in early 2018 to take back the delegation, Neustar has dedicated substantial resources and time to cleaning up the more than 800 school district, government and various state agency sub-domains in the delegation, and is just in the middle stages of completing cleanup of the sub-domains that were created from the take-back. An important aspect of this process is that it does not simply involve contacting someone associated with the domain name, obtaining relevant contact information, and then updating the respective domain name. In many cases, it involves embarking on an educational process for affected

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locality contacts to ensure that they fully understand the process for the sake of future needs even after more technically savvy contacts leave the organization. This level of appreciation for the state and local government personnel who manage websites that facilitate community access to emergency services, law-enforcement personnel, libraries, and so forth would be lost should the usTLD Administrator role transition to another bidder.

Neustar is committed to maintaining the locality-based space for the benefit of all locality users. During the current contract term we have implemented further enhancements to the space to facilitate Delegated Manager operations and compliance. Neustar proposes additional enhancements to be implemented during the upcoming contract term, to further augment the utility of the locality space. Information about these enhancements is provided in Section 8 – 'Enhanced usTLD Functions'.

6.1.3   Serving as Delegated Manager

Any domains, and their child domains, in which the delegations are taken back, given back or otherwise do not have a Delegated Manager are assigned to Neustar. Currently, domains under the locality-based structure break down as follows (data as of October 31, 2018):

- There are 12,135 locality domain names;

- Neustar is the Delegated Manager for 9,754 of those domain names; and

- The remaining 2,381 domain names are managed by Delegated Manager Agreements.

6.2   Undelegated Third-Level Sub-Domains

C.6.1 (ii) Provide Services for Undelegated Third Level Sub-Domains. The Contractor shall provide direct registry and registrar services for all other undelegated third-level locality sub-domains, including services for those names registered below CO (county) and CI (city) (e.g. Montgomery.co.us), and, undelegated affinity domains, such as those names registered below STATE, FED, K12, LIB, and NSN (e.g., agency.fed.us).

Neustar currently serves as Registry, Registrar, and Delegated Manager for all undelegated third-level locality domains (i.e. all third-level locality domains that do not have an assigned Delegated Manager). Additionally, under the current contract, Neustar becomes the Delegated Manager by default for any third-level locality domain whose existing Delegated Manager decides to relinquish management of that delegation.

Over the past 17 years, several of the large Delegated Managers, each of which previously managed hundreds of third-level delegations, on a pro bono basis, have relinquished their roles due to rising costs resulting from increased usage of the Internet that requires them to regularly upgrade their servers and maintain a sizable full-time employees in order to meet their customers' support needs. Thus, in addition to providing DNS resolution, registration, and

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WHOIS service for over 12,000 domains in the locality-based structure, Neustar currently serves as the Delegated Manager for 9,754 third and lower-level domains. This role requires a dedicated customer support structure that must meet stringent service level expectations regarding a wide range of issues unique to the locality space.

6.3   Modernized Locality-Based usTLD Processes

C.6.1 (iii)   Maintain Modernized Locality-Based usTLD Processes. The Contractor shall maintain and update, as necessary, the existing automated locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the electronic database of historical usTLD registration data.

Neustar has developed several automation tools to manage the usTLD locality-based space, as outlined in the following sections.

6.3.1   Delegated Manager Web Portal

Neustar built and maintains a proprietary Delegated Manager Web Portal. The Delegated Manager Web Portal is a user-friendly interface that allows Delegated Managers the ability to manage their domains, contacts and nameservers online.

Similar to a Registrar, the Delegated Manager Web Portal communicates to the usTLD Registry via EPP. The Portal abstracts out the EPP layer from the Delegated Manager, which enables Delegated Managers to focus on the management of their locality domains without the unnecessary complexities of the technology.

During the current contract period, Neustar upgraded and enhanced our Delegated Manager Web Portal to provide more robust tools and security for Delegated Managers. The enhancements provides the ability for Delegated Managers to login, view reports and up-to-date registration numbers, and update any of the domain names residing in their specific delegation and zone. A Delegated Manager can also query and check domain name availability, similar to what a Registrar can perform. In addition, the Delegated Manager Web Portal allows a Delegated Manager to create new domain names for its customers. Delegated Managers can also create, update, and delete their contacts and nameservers. However, the Delegated Manager Web Portal prevents any billable transactions between Delegated Managers, such as a transfer. Neustar currently has close to 400 Delegated Managers with accounts that they can use to make hundreds of online changes per year.

All updates from the Delegated Manager Web Portal to the Registry are propagated to DNS and WHOIS in the same manner as second-level domain updates from Registrars. The Delegated Managers therefore share the same features of dynamic real-time propagation of data.

Using the Delegated Manager Web Portal, Delegated Managers can maintain WHOIS information for domain names within their localities via the Registry. These domain names are not in the top-level usTLD zone but reside within delegated zones not managed by Neustar. The Delegated Manager-controlled locality WHOIS data are stored in Neustar's locality database.

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6.3.2   WHOIS Locality Web Site

The WHOIS locality website is a publicly available web application that allows anyone to query for WHOIS information on domain names in the usTLD locality space. Locality domains could reside within the usTLD Registry or within the DNS systems of a Delegated Manager, depending on how the locality is delegated. The locality WHOIS can be accessed at the following link: www.whois.us

For the next contract term we will also host the locality WHOIS on a dedicated locality page.

6.3.3   Locality DNS Crawler

The Locality DNS Crawler is a discovery tool Neustar created to explore the child zones of the usTLD locality space. Provided Delegated Managers have allowed transfers to the usTLD, as required, the locality DNS crawler will collect their locality zones and all the sub-zones under it.

This information, domains and nameservers, are stored in the WHOIS locality database. Delegated Managers can then update WHOIS information for each of the domains they are responsible for.

6.4   Coordination of Locality-Based usTLD Users

C.6.1 (iv)   *Coordinate Locality-Based usTLD Users. The Contractor shall maintain a website for delegated managers, locality registrants, and other interested parties to provide information about the usTLD and to facilitate discussion of administrative, technical, customer service, and policy issues related to the operation and management of the locality-based usTLD structure.*

In addition to maintaining an informational website that can be accessed by Delegated Managers, usTLD locality registrants and other interested parties about the usTLD, and to facilitate discussion of issues pertinent to the operation and management of the locality-based space, Neustar has developed a usTLD blog page and bulletin board for all usTLD users, including current locality domain name holders, which can be found at www.about.us/blog.

6.5   WHOIS

6.5.1   Delegated Managers

C.6.1 (v) Maintain and Update WHOIS Database of usTLD Delegated Managers.

Neustar currently maintains and updates the available public WHOIS database of Delegated Managers as well as a searchable locality WHOIS at the following link: www.whois.us For the next contract term we will also host the locality WHOIS on a dedicated locality page.

Delegated Managers with credentials to the Delegated Manager Web Portal can add to the locality database sub-domains that they hold within their local delegation zones. For instance,

the Delegated Manager for sterling.va.us can create, via the Delegated Manager Tool, such sub-domains as www.neustar.sterling.va.us, www.ci.sterling.va.us, and so forth, and the domain names' records would be retrievable via the WHOIS service.

Neustar focuses on maintaining the accuracy of data in the usTLD WHOIS. Neustar's existing usTLD WHOIS database supports multiple string and field searching through a reliable, free, public, web-based interface. Neustar's WHOIS service provides the standard search capabilities from the web and command line, including searches by:

- Domain Name (IDN and ASCII);
- Registrar;
- Nameserver (host name);
- IP address (IPv4 and IPv6);
- Registrant ID.

In addition to the above Neustar will add search functionality based on the following elements:

- Registrant Postal Address;
- Contact Names;
- Registrar's Contact IDs.

Provisions will be made to ensure adequate privacy protections have been put in place, and that users are not abusing the system. Certain as-needed security provisions may include, but not be limited to, hardware or software rate limiting or blocking IP addresses among others. More information about our WHOIS anti-abuse measures is provided in Section 4.3.8 – 'Abuse Mitigation'.

The WHOIS data contains the Delegated Manager and their associated contact data, nameserver data including IP Address, delegation dates, contact data for the technical, registrant, administrative and billing contacts, registration website and nexus declarations.

6.5.2   Locality Registrants

C.6.1 (vi)   Maintain and Update Registrant WHOIS Database.

In addition to our standard WHOIS service we also provide a locality WHOIS database that contains WHOIS data for all registrations managed by a Delegated Manager. Delegated Managers are required to enter this WHOIS data in the Delegated Manager Web Portal. To ensure that all domains are accounted for we created a Locality DNS Crawler.

See Section 6.3 – 'Modernized Locality-Based usTLD Processes', for further detail.

6.5.3   WHOIS Accuracy

C.6.1 (vii)   The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from the delegated managers and locality registrants. Such

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> *mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These reports shall be provided to the Contracting Officer as deliverables under this Contract.*

Neustar has an established set of mechanisms to ensure the accuracy of data obtained from Delegated Managers and locality registrants. These include conducting periodic data reviews and enforcing the requirements in the Delegated Manager and Locality Registrant Agreements. Throughout the contract we have provided monthly progress as well as annual compliance reports to the COR, and we will continue to do so throughout the term of the new contract.

The usTLD Delegated Manager Agreement obligates Delegated Managers to certify that all data provided is, and will remain, true, correct, current, and complete; that the Delegated Manager will require registrant of locality domain names to certify in their completed Registration Agreements that all information submitted in its domain name registration application is true, correct, current, and complete. The Registration Agreement must also provide that a registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to you shall constitute a material breach of the Registration Agreement and serve as a basis for cancellation of that registration.

6.6   Summary

As evidenced by our provision of services and support for the usTLD locality space over the last 17 years, Neustar is uniquely qualified to ensure the continuation of these services to the highest standards. Any disruption would impact a wide range of locality operators, such as law-enforcement agencies, emergency service providers, community libraries, K-12 school districts, and state and local government administrators.

Neustar's specialized expertise, gained through our significant experience in maintaining the locality space and working with Delegated Managers and locality registrants, is critical to the healthy and responsible development of this space into the future.

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7 Second-Level usTLD Space Functions

C.7.1 The Contractor shall, at a minimum, incorporate the following into its policies and procedures for the second-level usTLD structure:

7.1 Shared Registration System

C.7.1 (i) Maintain a Shared Registration System. The Contractor shall maintain a shared registration system by which an unlimited number of accredited competing registrars may register, transfer, and update domain names for their customers in the second-level usTLD space (i.e., example.us), as well as obtain technical support.

Neustar manages a robust shared Registry system that is capable of providing equivalent access to an unlimited number of Registrars. Currently, Neustar supports 223 Registrars in the usTLD and nearly 400 Delegated Managers for locality domain registrations.

The Registry is designed to facilitate the enforcement of policies that govern Registrar management of domain names, while providing the scalability to meet the demands of hundreds of Registrars. The Registry is an EPP compliant system that includes:

- State-of-the-art, production proven multi-layer design;

- Ability to rapidly and easily scale from low to high volume as a TLD grows;

- Fully redundant architecture at two sites;

- Support for IDN registrations in compliance with all standards;

- EPP connectivity over IPv6;

- Continuous performance measurement across all transactions.

As discussed in Section 4.6 – 'Compliance with IETF and ICANN Standards', Neustar is in full compliance with all mandatory and relevant internet standards for DNS, EPP, DNSSEC and IDNs. We prioritize compliance with relevant internet standards not only for contractual requirements, but also in order to provide a consistent Registry interface where Registrars are able to interact with all managed TLDs with ease, including the ability to register, transfer and update domain names for their customers (registrants) in the second-level usTLD space.

We comply fully with the following RFCs relating to Registrar creation and management of domain names:

- RFC 3915 – Domain Registry Grace Period Mapping for the Extensible Provisioning Protocol (EPP);

- RFC 5730 – Extensible Provisioning Protocol (EPP);

- RFC 5731 – EPP Domain Name Mapping;

- RFC 5732 – Extensible Provisioning Protocol (EPP) Host Mapping;

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- RFC 5733 – Extensible Provisioning Protocol (EPP) Contact Mapping;

- RFC 5734 – Extensible Provisioning Protocol (EPP) Transport over TCP;

- RFC 5910 – Domain Name System (DNS) Security Extensions Mapping for the Extensible Provisioning Protocol (EPP).

7.1.1   Registrar Support

As discussed in more detail in Section 4.8 – 'Registrar Support', all Registrars are provided with a comprehensive Registrar support network which includes:

- Access to the Neustar Support Site website (www.registrardocs.neustar) for Registrars which contains the following resources:

  - User guides for:

    - Creating and tracking support tickets;

    - Registry business rules and EPP extensions (Registrar Reference Guide);

    - Suggested testing scenarios to test for specific functionality and business rules; and

    - Instructions to generate a Certificate Signing Request for EPP connectivity.

  - Authorized Access Forms which are required to be filled out and submitted to Customer Support for approval;

  - Upcoming Registry changes;

  - Upcoming maintenance schedules and Registrar impacts.

- Direct 24/7 access to the Neustar Registrar support team via:

  - Online support portal (www.support.neustar), where they may create support cases;

  - Email support via reg-support@support.neustar and dotus@support.neustar; and

  - Toll free support number (+1.844NSR-CUST).

- Registrar Toolkit which provides assistance with integration to the usTLD via EPP.

7.1.2   Scalable Architecture

The Neustar Registry is highly scalable, which means if there is a need to increase the total number of Registrars and/or the number of connections to the Registry, additional resources can be added relatively quickly with no downtime.

For instance, if the number of Registrars connected via EPP is getting close to the limits of the available EPP service, then additional EPP servers can be added to the overall structure within

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minutes, evenly redistributing the workload across all servers and increasing the capacity of the Registry in handling concurrent EPP requests.

Please refer to the architecture diagram provided in Appendix E – 'Technical Documentation'.

7.2   Registrar Accreditation

C.7.1 (ii) Accredit usTLD Registrars. The Contractor shall implement a process for accrediting registrars to register names in the second-level usTLD. Such process shall include a contract with each accredited registrar prohibiting proxy and anonymous registration services.

C.7.1 (iii)   Technical Certification of usTLD Registrars. The Contractor shall implement a technical certification process for registrars in the second-level usTLD space.

C.7.1 (vii)   The Contractor shall not serve as a registrar in the second-level usTLD space, unless otherwise noted in this Statement of Work.

In order to both inform and enforce usTLD polices, Neustar established and maintains a thorough Registrar accreditation process. All Registrars interested in accreditation are required to submit an application form to Neustar that details the Registrar's business plans and demonstrates their financial and business capabilities as they relate to the provision of usTLD Registrar services. In addition, Registrars are required to execute the usTLD Registrar Accreditation and Registry-Registrar Agreement. The Agreement requires Registrars to agree to abide by all of the usTLD policies, and to pass through all of the applicable terms and conditions to registrants.

Registrars are also required to pay an accreditation fee that covers the costs of reviewing and processing the Registrar's application. Although Neustar previously required Registrars to pay an annual accreditation fee, the usTLD contract was amended to eliminate the annual recurring fee, retaining only the initial accreditation fee. Over the current term of the usTLD Agreement, this has allowed Neustar to accredit additional smaller and medium-sized Registrars without sacrificing the security and stability of the space.

Once accredited, Neustar provides each Registrar with a welcome "Information Pack" to that includes a more comprehensive description of Neustar's Registry system and a more in depth guide to the usTLD policies and restrictions. The Registrar is then invited to begin technical testing and evaluation, utilizing the Registrar Tool Kit provided. The Registrar is not granted access to the production system until they have satisfactorily completed the technical certification and proper funding is in place, that is, the Registrar has deposited the required funds into their usTLD account, against which transactions are debited.

Newly accredited Registrars are then added to the list of available Registrars on the website www.about.us, along with a link to the Registrar's website.

The accreditation process is mandatory for all Registrars, including those who may already be ICANN-accredited. However, a Registrar is not required to be an ICANN-accredited Registrar to become a usTLD Registrar.

During the current contract term, Neustar has streamlined the Registrar accreditation process with the implementation of a new, comprehensive usTLD Registrar Accreditation and Registry-Registrar Agreement, which is discussed in more detail Section 5.2 – 'Registrar and Registrant Agreements'.

7.2.1   Technical Certification

In order to maintain the integrity of the usTLD, and the DNS as a whole, it is necessary to ensure that Registrars are technically competent and that their systems that interface with the usTLD Registry are capable of performing the required functions. To fill this need, Neustar requires Registrars to successfully complete a technical certification process to verify their capability to properly interact with an EPP-based Registry system.

Before a Registrar is permitted to access the production environment, it must first pass Neustar's usTLD technical certification process, which requires Registrars to execute a wide variety of operations via EPP to ensure that they are able to perform all required tasks, to minimize occurrence of errors and misunderstanding of business rules. The technical certification testing is conducted in OT&E environment, and includes:

- Compliance with all supported EPP standards and operations for Registry Objects;

- Compliance with advanced Registry features, such as IDNs, to ensure that a Registrar is able to properly manage the registration and maintenance of applicable registrations. For IDNs, this includes the management of IDN variants and understanding of language rules as they apply; and

- Compliance with DNS concepts, including glue record requirements and DNSSEC processing, where Registrars are required to simulate the provisioning of domain names by providing the necessary delegation details and DNSSEC data to ensure DNS resolution in scope of what the Neustar Registry can control.

Demonstrating competence in these procedures will prove that the Registrar is technically able to perform the required operations of a usTLD domain name Registrar.

In addition to the above, procedures are in place to ensure the security, stability and fair use of the Registry is upheld. These policies and procedures include acceptable use, command rate limiting, whitelisting, the issuing of certificates, rate limiting on WHOIS queries, and strict guidelines as to how many connections Registrars are qualified for.

7.2.2   Registrar Neutrality

Neustar is committed to preserving our neutral status, which we take very seriously, and as such we do not serve as a Registrar in the second level usTLD space.

As noted previously, however, we believe that certain usTLD stakeholder communities, particularly non-profit educational and membership organizations, could be better served by – and could promote awareness of and innovation in the usTLD namespace through – a Registry Operator provided low/no cost "reseller in a box" service. Any such service would be provided only following policy development by the usTLD Stakeholder Council and only in accordance with appropriate safeguards for maintaining competitive incentives for usTLD Registrars.

7.3   Other Policies

C.7.1 (iv)   Other Policies. The Contractor may propose such other policies, or amendments to current polices in this section, or additional procedures and mechanisms as are necessary to fulfill the Contract's requirements and increase use of or otherwise facilitate continued improvement of the usTLD.

As detailed in Section 12 – 'Security Requirements', Neustar has implemented an extensive set of policies which assist in ensuring the security and stability of the usTLD.

Registrars are also subject to the following policies which apply directly to them and their interaction with the usTLD:

- Registry Usage Policy – the purpose of this policy is to describe the acceptable use of the Service, and what action may be taken by Neustar in the event of unacceptable use.

- Acceptable Use Policy – the purpose of this policy is to describe the use of the Service by Registrars in relation to the Registry, and what action may be taken by Neustar in the event that Neustar detects behaviors that are not consistent with this policy.

During the current contract term, Neustar has adopted the following policies and specifications:

- usTLD Acceptable Use Policy;

- usTLD Registrar Transfer Dispute Resolution Policy;

- usTLD Registrar Use of Resellers Specification;

- usTLD Data Retention Specification; and

- usTLD Rapid Suspension Policy and Rules.

Neustar has also updated or modified the following policies and specifications:

- usTLD Nexus Dispute Resolution Rules;

- usTLD WHOIS Accuracy Program Specification;

- usTLD Registry Operator's Code of Conduct; and

- usTLD Transfer Policy.

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More information about Neustar's implementation and improvement of usTLD policies is provided in Section 5.6 – 'Policy Implementation'.

7.4   WHOIS

C.7.1 (v) Maintain and Update the WHOIS Database.

C.7.1 (vi)   The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These shall be provided to the Contracting Officer as Contract deliverables.

An in depth description of the Neustar WHOIS service, including search capabilities, is provided in Section 4.3 – 'WHOIS'.

The Neustar WHOIS database goes above and beyond the minimum data requirements, to provide a comprehensive, accurate and reliable output for end-users. The usTLD WHOIS service also includes the WHOIS for the locality-based space.

The following information is displayed in response to a usTLD domain query:

- Domain Name;

- Registry Domain ID;

- Registrar WHOIS server and Registrar URL;

- Creation, expiry and last updated dates;

- Registrar name and IANA ID, if applicable;

- Registrar Abuse Contact details, including email and phone;

- Domain Status(es);

- Registry Registrant ID;

- Registrant contact details including name, organization, address (including street, city, state, postal code, and country code), phone and fax numbers, email address, Application Purpose and Nexus Category;

- Registry Admin ID;

- Admin contact details including name, organization, address (including street, city, state, postal code, and country code), phone and fax numbers, email address, Application Purpose and Nexus Category;

- Registry Tech ID;

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- Tech contact details including name, organization, address (including street, city, state, postal code, and country code), phone and fax numbers, email address, Application Purpose and Nexus Category;

- Nameserver(s);

- DNSSEC (whether the domain is a signed delegation).


```
Domain Name: about.us
Registry Domain ID: D651466-US
Registrar WHOIS Server:
Registrar URL: www.neustarregistry.biz
Updated Date: 2018-06-02T00:05:34Z
Creation Date: 2002-04-18T15:16:22Z
Registry Expiry Date: 2019-04-17T23:59:59Z
Registrar: Neustar, Inc.
Registrar IANA ID: 1111112
Registrar Abuse Contact Email: reg-support@support.neustar
Registrar Abuse Contact Phone:
Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited
Domain Status: serverDeleteProhibited https://icann.org/epp#serverDeleteProhibited
Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited
Domain Status: serverTransferProhibited https://icann.org/epp#serverTransferProhibited
Registry Registrant ID: C37639215-US
Registrant Name: .US Registration Policy
Registrant Organization:
Registrant Street: 46000 Center Oak Plaza
Registrant Street:
Registrant Street:
Registrant City: Sterling
Registrant State/Province: VA
Registrant Postal Code: 20166
Registrant Country: US
Registrant Phone: +1.5714345728
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: support.us@neustar.us
Registrant Application Purpose: P5
Registrant Nexus Category: C21
Registry Admin ID: C37639215-US
Admin Name: .US Registration Policy
Admin Organization:
Admin Street: 46000 Center Oak Plaza
Admin Street:
Admin Street:
Admin City: Sterling
Admin State/Province: VA
Admin Postal Code: 20166
Admin Country: US
Admin Phone: +1.5714345728
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: support.us@neustar.us
Admin Application Purpose: P5
Admin Nexus Category: C21
Registry Tech ID: C37639215-US
Tech Name: .US Registration Policy
Tech Organization:
Tech Street: 46000 Center Oak Plaza
Tech Street:
Tech Street:
Tech City: Sterling
Tech State/Province: VA
Tech Postal Code: 20166
Tech Country: US
Tech Phone: +1.5714345728
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: support.us@neustar.us
Tech Application Purpose: P5
Tech Nexus Category: C21
Name Server: ns1.usatfus.about.us
Name Server: ns2.usatfus.about.us
DNSSEC: unsigned
```

Figure 42 – Example Port 43 WHOIS Output for 'about.us'

In addition to the above, WHOIS data for registrations in the usTLD locality space also include the Domain Manager details including name, organization, address (including street, city, state, postal code, and country code), phone and fax numbers, and email address.

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```
Domain Name: k12.va.us
Registry Domain ID: D3624668-US
Registrar WHOIS Server:
Registrar URL: www.whois.us
Updated Date: 2018-03-23T20:51:21Z
Creation Date: 2003-02-06T20:51:22Z
Registry Expiry Date: 2019-02-06T20:51:21Z
Registrar: US Locality
Registrar IANA ID:
Registrar Abuse Contact Email:
Registrar Abuse Contact Phone:
Domain Status: clientHold https://icann.org/epp#clientHold
Domain Status: serverTransferProhibited https://icann.org/epp#serverTransferProhibited
Domain Status: inactive https://icann.org/epp#inactive
Registry Registrant ID: C3659196-US
Registrant Name: NEUSTAR
Registrant Organization: NEUSTAR
Registrant Street: Loudoun Tech Center
Registrant Street: 45980 Center Oak Plaza
Registrant Street:
Registrant City: Sterling
Registrant State/Province: VA
Registrant Postal Code: 20166
Registrant Country: US
Registrant Phone: +1.5714345728
Registrant Phone Ext:
Registrant Fax: +1.5714345758
Registrant Fax Ext:
Registrant Email: dotus@support.neustar
Registrant Application Purpose: P5
Registrant Nexus Category: C21
Registry Admin ID: C3659196-US
Admin Name: NEUSTAR
Admin Organization: NEUSTAR
Admin Street: Loudoun Tech Center
Admin Street: 45980 Center Oak Plaza
Admin Street:
Admin City: Sterling
Admin State/Province: VA
Admin Postal Code: 20166
Admin Country: US
Admin Phone: +1.5714345728
Admin Phone Ext:
Admin Fax: +1.5714345758
Admin Fax Ext:
Admin Email: dotus@support.neustar
Admin Application Purpose: P5
Admin Nexus Category: C21
Registry Tech ID: C3659196-US
Tech Name: NEUSTAR
Tech Organization: NEUSTAR
Tech Street: Loudoun Tech Center
Tech Street: 45980 Center Oak Plaza
Tech Street:
Tech City: Sterling
Tech State/Province: VA
Tech Postal Code: 20166
Tech Country: US
Tech Phone: +1.5714345728
Tech Phone Ext:
Tech Fax: +1.5714345758
Tech Fax Ext:
Tech Email: dotus@support.neustar
Tech Application Purpose: P5
Tech Nexus Category: C21
Registry Domain Manager ID: C3761778-US
Domain Manager Name: NEUSTAR
Domain Manager Organization: NEUSTAR Inc.
Domain Manager Street: Loudoun Tech Center
Domain Manager Street: 45980 Center Oak Plaza
Domain Manager Street:
Domain Manager City: Sterling
Domain Manager State/Province: VA
Domain Manager Postal Code: 20166
Domain Manager Country: US
Domain Manager Phone: +1.5714345728
Domain Manager Phone Ext:
Domain Manager Fax:
Domain Manager Fax Ext:
Domain Manager Email: support.us@neustar.us
Name Server:
DNSSEC: unsigned
```

Figure 43 – Example Port 43 WHOIS Output for 'k12.va.us'

7.4.1   WHOIS Accuracy Program

Neustar believes that accurate WHOIS data is very important for maintaining the integrity of the namespace, ensuring that the usTLD is administered in a secure manner and that the information contained within the usTLD is accurate, reliable and up-to-date. WHOIS data is frequently required by law enforcement and other investigative bodies as a tool for investigating Internet crime and other criminal activities. We are committed to providing a

world-class WHOIS service, taking all necessary steps to ensure the data remains accurate at all times.

To achieve that objective Neustar has implemented a comprehensive WHOIS Accuracy Program. This groundbreaking program includes several unique processes to ensure the highest levels of WHOIS accuracy and integrity. During the current contract term we augmented and improved the Neustar WHOIS Accuracy Program, to comprise:

- WHOIS Accuracy Specification, including:

  - WHOIS Data Reminder Policy;

  - WHOIS accuracy and verification requirements;

  - Duty to investigate and respond to complaints regarding WHOIS inaccuracy; and

  - Duty to either verify information manually or suspend the registration until such time as Registrar has verified the applicable contact information.

- WHOIS/Nexus Data Accuracy Report System – a web tool to allow the public to submit WHOIS/NEXUS complaints

- WHOIS data accuracy audit – monitoring to ensure Registrar have taken action to correct WHOIS data that has been reported to them as inaccurate

- Semi-Annual sampling of domain names – manual review of a random sampling of at least 2,500 domains, performed at least twice per year

- Inspection of WHOIS functionality – an annual review of each Registrar to ensure compliance with their obligation to offer a WHOIS service

- WHOIS Accuracy Program Annual Report – an annual report to the DOC/NTIA summarizing the initiatives of this program

- Monitoring of Proxy Registrations – a periodic scan of the usTLD zone to ensure that the usTLD's current ban on proxy, anonymous or private domain name registrations is being enforced by the usTLD accredited Registrars.

Our dedication to ensuring the highest levels of WHOIS accuracy and integrity through our industry-leading WHOIS Accuracy Program is discussed in further detail in Section 5.6.2 – 'WHOIS Accuracy'.

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8 Enhanced usTLD Functions

8.1 Functional Enhancements

C.8.1 *The Contractor shall maintain existing applications and develop and implement additional applications, public resource second-level usTLD domains, .us directory services, a usTLD search engine, and other functional enhancements to increase the visibility, utility, and value of the usTLD to its users.*

Neustar is an innovative thought leader that continues to enhance the usability, viability and attractiveness of the usTLD. Our creative enhancements to existing services and ground-breaking services help set the usTLD apart from other TLDs. We will look to maintain this leadership role and stay at the cutting-edge of innovation to enable usTLD community to maximize the potential value of the namespace.

During the current term, Neustar developed and deployed a number of enhancements to the usTLD. These enhancements were specifically designed to increase the visibility, utility and value of the space to its users and stakeholders. These enhancements included:

- Multistakeholder collaboration tools;
- usTLD Rapid Suspension Dispute Policy (usRS);
- usTLD Dispute Resolution Policy and Rules (usDRP);
- Registry technology migration;
- Permanent reserved domains program;
- Registry Lock service; and
- Registry Threat Mitigation System (RTMS).

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A description of these enhancements, both those developed during the current term as well as those we intend to offer, is included below.

8.2   Enhancement of the usTLD During the Current Term

8.2.1   Multistakeholder Collaboration Tools

As described in detail in Section 4.14 – 'Multistakeholder Consultation', during the current contract term Neustar created the usTLD Stakeholder Council to encourage multistakeholder collaboration and participation from all usTLD Stakeholders. Neustar works closely with the Council, as well as the broader usTLD constituents, to identify community needs that align with the strategic objectives of the usTLD.

Neustar provides support and resources, including through the Manager of Public Participation and Council Secretariat, to assist and manage the policy activities performed by the usTLD Stakeholder Council.

8.2.2   usTLD Rapid Suspension Dispute Policy (usRS)

To continue to protect intellectual property owners and consumers, in 2014, Neustar implemented a URS for the usTLD – the usTLD Rapid Suspension System (usRS). The purpose of the usRS is to provide a more cost effective and timely mechanism for trademark owners to protect their trademarks and to promote consumer protection on the Internet.

Aiming at the clearest cases of trademark abuse, the usRS is complementary to the usDRP – while the substantive criteria of the usRS are similar to the usDRP, the usRS carries a higher burden of proof for Complainants. The only remedy available to a successful usRS Complainant is the temporary suspension of a domain name for the remainder of the registration period; transfer of the domain name, the strongest remedy in a usDRP proceeding, is not available to the Complainant in a usRS matter.

Please see Section 5.3 – 'Dispute Resolution and Sunrise' for more information about the usRS.

8.2.3   usTLD Dispute Resolution Policy and Rules (usDRP)

In 2014, Neustar introduced modest changes to the usDRP Policy and Rules to achieve the following:

- bring the Policy and Rules in line with current electronic communication practices; and

- 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.

Neustar worked with the National Arbitration Forum (the FORUM) to draft and implement the necessary changes to the usDRP Rules. An overview of the changes that were made is published on the usTLD website at the following link: www.about.us/policies/ustld-overview-of-changes

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More information about Neustar's enhancement of the usDRP Policy and Rules is provided in Section 5.3 – 'Dispute Resolution and Sunrise'.

8.2.4 Registry Technology Migration

On September 26, 2017, the usTLD and all sub-zones (including the locality space) underwent a Registry system upgrade which included a data center migration and software upgrade. This upgrade was conducted with the following themes in mind:

- Improving Registrar experience;

- Improved administrative control by the usTLD administrators;

- Increased uptime; and

- Security.

While the usTLD was operating without issue providing a stellar experience on the previous platform, Neustar deemed this upgrade to be necessary as part of our commitment to continually innovate and improve.

8.2.4.1 Improving Registrar Experience

Registrars had provided feedback on the existing system and provided some key areas for improvements which they desired; a few highlights includes:

- Single set of credentials – simplifying the Registrar's credential management by allowing them to attain a single set of user credentials to access all Registries, greatly improving their EPP connection management and their management of credentials.

- Standardized EPP behavior – As the improvement most desired by Registrars, this was also one of the most important. Registrars connect to many Registries, and one of their key criteria is that the Registries behave in a similar manner so that the need for custom code is minimized. If behavior is standardized, it makes it much easier for Registrars to connect to a TLD and start selling domain names. The usTLD was already very Registrar friendly, and only a few minor but important updates were introduced, such as:

  - Ability to check domain pricing via EPP fee extension (www.tools.ietf.org/html/draft-ietf-regext-epp-fees-11);

  - Ability to check for domain grace period via EPP RGP extension (www.tools.ietf.org/html/rfc3915);

  - Ability to provide DNSSEC data via EPP DNSSEC extension using the latest schema version, secDNS1.1 (www.tools.ietf.org/html/rfc5910).

- Elimination of RSA hard token to access the Registry Web-based Interface – in order for Registrars to log into the Registry Web-based Interface they were required to carry a physical RSA token; this created issues where a user forgot their token and

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there was no way for them to log into the Registry Web-based Interface. On the upgraded system, the physical RSA token was removed and replaced with a client SSL certificate. Additionally, development was completed to provide a further security enhancement and maintain high levels of Registry security by requiring users to attain a 'soft token' which they can install on their smart phone or other device.

8.2.4.2 Improved Administrative Control by usTLD Administrators

Improvements were made to the administration of the usTLD and all subzones by TLD administrators, which includes Neustar Customer Support and dedicated usTLD account managers. These improvements involved the elimination of manual backend changes, replacing them with easy to use updates to the Registry portal. Such improvements include:

- One click assignment of Registrar access to usTLD and its subzones upon passing of the usTLD accreditation test;

- One click suspension of Registrar access to usTLD where a Registrar is found to be in breach of published policies or acting in bad faith;

- Ability to dynamically set Registry pricing with immediate effect including:

    - Specification of premium domain pricing and names;

    - Updates to standard pricing;

    - Setting Registrar promotional pricing over a promotion period.

- Ability to issue tokens to registrants for specific domain names to ensure exclusive registration;

- A Registry Operator API where the authorized users may pull data directly from the Registry (billing information, domain registration data, etc.). This feature is available should the DOC/NTIA require it.

8.2.4.3 Security

Part of the system upgrade was a refresh in hardware and data centers, to ensure that hardware which has reached the end of its support life is no longer used. This is important because critical security patches and updates provided by hardware suppliers are often discontinued for outdated hardware, that is, the supplier only develops patches and updates for current hardware.

Further, the core Registry software was also upgraded with more advanced technology for similar reasons, ensuring greater security and robustness, and allowing more features to be built into the software. An example of this is the ability to perform upgrades the Registry with no downtime or interruption to Registry services, including adding new features, general enhancements and bug fixes.

With the usTLD residing on the updated system the integrity of the usTLD is upheld, with a conscious improvement in security and performance of the system overall.

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8.2.5   Permanent Reserved Domains Program

Consistent with existing usTLD and ICANN policies, Neustar maintains and administers a list of certain second-level domain names reserved from registration under the original usTLD contract.

Neustar has a demonstrated track record of successfully managing various groups of usTLD reserved names (such as Government Reserved Names Program, kids.us reserved names, generic high value names, single and two character names, and public good names), and will continue to do so throughout our tenure as usTLD Administrator.

8.2.6   Registry Lock Service

Neustar receives periodic requests from the Registrar community to place certain premium/corporate domain names on Registry lock as a component of brand protection and security efforts. Neustar proposed to routinize the availability of this service so that Registrars may pass the service offering along to registrants in order to ensure an additional layer of security to end-users of the usTLD. The service is focused on making the usTLD more secure using functionality that is technically straightforward, in that it is already provided for in the EPP.

Implementation of the Registry Lock Service was the result of numerous requests from Registrars in need of a deeper level of security against unintentional transfer, modification, or deletion (known as domain hacking) of their premium/corporate names. Registry Lock Service joins SSL and DNSSEC in providing registrants the ability to be more certain that visitors to their site are engaged in the desired experience without sacrifice of personal information or compromise of their trust in the registrant's integrity.

8.2.6.1   Process Overview

Adding or Removing Domain Names for the Service

An authenticated representative from a Registrar (via a secure pass code) provides Neustar with a list of the domain names to be placed on any/all of the server status codes or removed from the service. Neustar validates that the Registrar is the Registrar of record for those domain names and then sets or removes the relevant status codes as requested.

Modification of Domain Names

Using a secure pass code, an authenticated representative from a Registrar submits a request with a list of domain names to be modified or transferred. After validating that the Registrar is the Registrar of record for those names, Neustar will then modify the status codes as requested.

8.2.6.2   Technical Overview

The Extensible Provisioning Protocol (EPP) provides both Registrars and Registries the ability to set status codes at the client and server level, respectively, to prevent unintentional

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modification, deletion, or transfer. The applicable status codes are "ServerUpdateProhibited", "ServerDeleteProhibited", and "ServerTransferProhibited."

Locking at the client level is generally set by Registrars as the default. This service provides a second level of protection to registrants.

The relevant RFCs for the Registry Lock Service are:

- RFC 4931 – Extensible Provisioning Protocol (EPP) Domain Name Mapping;

- RFC 4932 – Extensible Provisioning Protocol (EPP) Host;

- RFC 5730 – Extensible Provisioning Protocol (EPP);

- RFC 5731 – Extensible Provisioning Protocol (EPP) Domain Name Mapping;

- RFC 5732 – Extensible Provisioning Protocol (EPP) Host Mapping;

- RFC 5733 – Extensible Provisioning Protocol (EPP) Contact Mapping;

- RFC 5734 – Extensible Provisioning Protocol (EPP) Transport over TCP.

8.2.7   Registry Threat Mitigation System (RTMS)

Neustar understands the important of protecting the usTLD namespace from malicious activities of its delegated domains. Neustar is an innovative pioneer in the malicious activity monitoring space, implementing our Registry Threat Management System (RTMS) to detect, investigate and mitigate many forms of abusive domain name activities, including phishing, pharming, malware distribution, exploit hosting, fast flux hosting, spam and botnets. We are at the forefront of the prevention of such abusive practices.

Neustar's RTMS platform protects the usTLD with a centralized abuse detection, investigation and reporting system. Through relentless monitoring of the .us namespace, the Neustar RTMS not only detects malicious activity, it thoroughly investigates such activity and takes remedial action as required.

More information about Neustar's innovative RTMS platform is provided in Section 4.11 – 'Security and Stability'.

8.3   Planned Enhancement of the usTLD

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8.4 Multistakeholder Consultation Process

C.8.2 *Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into management of the usTLD, including policy development (see C.1.7). Any proposed mechanism for ongoing community consultation process should reflect the tenets of the multistakeholder approach. The Contractor shall encourage the participation of delegated managers, locality registrants, second-level registrants, and other interested usTLD stakeholders (as identified in C.1.7) in any such process (see C.1.7).*

See Section 4.14 – 'Multistakeholder Consultation', for a detailed description of Neustar's implementation of multistakeholder consultation processes and the usTLD Stakeholder Council.

9 Kids.us Second Level Domain Functions

C.9.1. *The Contractor shall maintain and operate the second-level kids.us domain as a safe place on the Internet for children aged 13 or younger as required by the Dot Kids Act.*

Kids.us is a unique component of the usTLD. While the domain has been suspended by the Department of Commerce, should the suspension be lifted, Neustar is committed to working with the community and the DOC/NTIA to once again run the domain and program in a responsible manner suitable for providing a safe online environment to protect children in the modern Internet age.

In the meanwhile, Neustar has never been more committed to building the usTLD namespace in a manner that supports the education and personal development of kids. During the past five years, Neustar has launched and supported a host of community initiatives from STEM education programs, to coding camps, to domain name scholarships for hackathons, in an effort to help inspire and educate kids of every age to become responsible digital citizens who understand how to harness the power of technology in their lives and careers.

More information about Neustar's support of safe online experiences for kids is provided below in Section 9.10 – 'Marketing and Promotion'.

History

On December 4, 2002, President George W. Bush signed into law the Dot Kids Implementation and Efficiency Act of 2002 (Dot Kids Act). The Dot Kids Act requires that the administrator of the usTLD, establish a kids.us domain to serve as a haven for material that promotes positive experiences for children and families using the Internet, provides a safe online environment for children, and helps to prevent children from being exposed to harmful material on the Internet. In addition, the Dot Kids Act also requires the Registry Operator to provide an annual compliance report with regard to "the registry's monitoring and enforcement procedures for the [kids.us] domain." The Act envisioned a closed-off, walled garden, in which children could surf in a safe environment. At that time, it was difficult to find safe, appropriate content for children on the Internet. No one could have possibly anticipated the changes that were about to occur on the Internet.

Before launching kids.us domain registrations in 2003, Neustar developed and implemented a number of crucial policies and procedures that supported a safe kids.us experience. For the next nine years, Neustar administered the kids.us domain space and content review system in a manner that ensured a reliable online environment devoid of harmful material for children aged 13 or younger, until June 2012 when the kids.us domain was suspended by the Department of Commerce.

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Timeline of kids.us Registrations

Neustar commenced the kids.us Open Registration Period on September 4, 2003, three months prior to the statutory deadline.

- By the end of 2003, 1,460 kids.us domain names had been registered and five kids.us websites had been reviewed, approved, and were active.

- In 2004, 333 new kids.us domain names were registered while 288 previously registered domain names expired and were not renewed, resulting in a net increase of 45 domain names and a total of 1,505 registered kids.us domain names. There were 18 new kids.us websites activated in 2004, resulting in a total of 23 reviewed, approved, and active kids.us websites.

- In 2005, there were 27 new kids.us registrations, and 216 kids.us domain names expired and were deleted, resulting in a net decrease of 189 domain names for a total of 1316 registered kids.us domain names. One new kids.us website was activated in 2005 and two kids.us websites were deactivated for a total of 22 reviewed, approved and active kids.us websites.

- In 2006, there were 15 new kids.us registrations, expiration (non-renewal) of 186 kids.us domain names, resulting in a net decrease of 171 domain names for a total of 1145 registered kids.us domain names. There were no new kids.us websites activated in 2006 and two kids.us websites were deactivated for a total of 20 reviewed, approved and active kids.us websites.

- In 2007, there were 168 new kids.us registrations, expiration (non-renewal) of 148 kids.us domain names, resulting in a net increase of 20 domain names for a total of 1165 registered kids.us domain names. There was no new kids.us websites activated in 2007 and one kids.us website deactivated for a total of 19 reviewed, approved and active kids.us websites

- In 2008, there were 47 new kids.us registrations, expiration (non-renewal) of 180 kids.us domain names, resulting in a net decrease of 133 domain names for a total of 1,032 registered kids.us domain names. There were no new kids.us websites activated in 2008 and nine kids.us websites deactivated for a total of 10 reviewed, approved and active kids.us websites.

- In 2009, there were 35 new kids.us registrations, expiration (non-renewal) of 207 kids.us domain names, resulting in a net decrease of 172 for a total of 860 registered kids.us domain names. No new kids.us websites were activated in 2009 and no existing sites were deactivated. There were 10 reviewed, approved and active kids.us websites.

- In 2010, there were 30 new kids.us registrations, expiration (non-renewal) of 200 kids.us domain names, resulting in a net decrease of 170 for a total of 690 registered kids.us domain names. Five new kids.us websites were activated in 2010

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and one existing site was deactivated. There were 14 reviewed, approved and active kids.us websites.

- In 2011, there were 32 new kids.us registrations, expiration (non-renewal) of 95 kids.us domain names, resulting in a net decrease of 63 for a total of 627 registered kids.us domain names. No new websites were activated in 2010 and nine sites were deactivated. There were six reviewed, approved and active kids.us websites.

- In 2012, there were 14 new kids.us registrations and 13 domain names were not renewed. On the effective date of the suspension, July 27, 2012, there were 628 registered kids.us domain names, three of which were in "PendingDelete" status after deletion by their respective Registrars. There were no websites activated in 2012. At the time of suspension, there were six reviewed, approved and active kids.us websites.

2012 Suspension of kids.us Website

On June 27, 2012, Neustar received modification #12 of its contract to administer the usTLD from the Department of Commerce. Modification #12 suspended the kids.us domain effective 30 days (July 27, 2012) after the date of the amendment. As part of the suspension program, Neustar pledged to:

- Keep a zone copy of the existing kids.us domains to ensure that a record of previous owners is available in case the space is revived, in which case the previous registrants would be given first right of refusal before the names were placed in the general registration pool;

- Work with respective Registrars to ensure that all eligible registrations received a refund of $50.00 once deleted; and

- Archive the kids.us space one year (on July 27, 2013) from the suspension date.

Neustar subsequently fulfilled all of these requirements.

9.1   Rejuvenation of kids.us Space

9.1.1   Historic Context of the Suspension of the kids.us Namespace

The Dot Kids Implementation and Efficiency Act of 2002 (The Dot Kids Act) requires the initial and successor contractors to establish, maintain, and operate a second-level domain in the usTLD to provide a safe space on the Internet for children aged 13 and younger. The NTIA suspended the kids.us namespace indefinitely effective on July 28, 2012, having determined that it was not serving its intended purpose as per the Dot Kids Act.

Notwithstanding the June 2012 determination to suspend operation of kids.us, in the 2013 Request for Proposal (2013 RFP) for usTLD management services, the DOC/NTIA sought proposals to rejuvenate the kids.us namespace to increase utilization, utility and awareness.

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On February 28, 2014, the DOC/NTIA re-awarded Neustar the contract to operate the usTLD. Under the terms of the new contract, Neustar committed to institute a Kids.US Education Advisory Committee, comprised of experts in online education, child development, children's content and digital media, and to develop recommendations on ways to rejuvenate the kids.us namespace.

On March 28, 2014 Neustar announced the formation of the Kids.us Education Advisory Committee and published a request for expressions of interest for qualified participants to serve on the committee. And on May 30, after careful consideration of applicant qualifications, the members of the Kids.us Education Advisory Committee were announced to the public.

The Kids.us Education Advisory Committee consisted of:

- Tammy Wincup, Chief Operating Officer, EverFi;

- Tom Barrett, President, EnCirca;

- Stephen Balkam, CEO, Family Online Safety Institute;

- Anne Collier, co-director, ConnectSafely.org, and executive director, Net Family News, Inc.;

- Heather Dahl, Author, The Cynja.

Several representatives from Neustar, including Becky Burr, were also assigned to provide assistance and support to the Committee.

The Kids.us Education Advisory Committee held a total of six meetings to consider ways to reinstate the kids.us namespace, including ways to further the initial goals of the Dot Kids Act within the .us ccTLD. Ultimately, the Kids.us Education Advisory Committee recommended continuing the suspension of the kids.us namespace. This recommendation was detailed in the Final Report of the Kids.us Education Advisory Committee and delivered to the usTLD Stakeholder Council for consideration.

On May 14, 2015, the usTLD Stakeholder Council voted to maintain the ongoing suspension of the kids.us namespace for the current contract term. It was agreed that the strict policy framework defined in 2002 was not a tenable foundation for the realities of the digital world as it existed in 2015. The decision was also informed by the limited success across most "walled gardens" targeted toward providing educational content for children and the unfeasibility of limiting today's kids' engagement with the internet to a single zone, given the expansion of the web and mobile- and application-based content for children.

The usTLD Stakeholder Council subsequently sought public comment on their recommendation, and ultimately requested that the DOC/NTIA grant a suspension of the kids.us namespace through the existing contract term, including any option periods.

On November 17, 2015, Neustar received modification #4 of its current contract to administer the usTLD, suspending operation of the kids.us namespace.

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9.1.2   Current Proposal to Rejuvenate the kids.us Namespace

At Neustar, we believe that the Internet has the power to create opportunities for kids that can transform lives. This said, to the extent that the kids.us namespace can be rejuvenated and deployed in a manner that promotes positive digital experiences for children – including greater connectivity, inclusivity and security to help kids to learn, grow and get ahead – then Neustar is fully committed to making it happen.

We believe the first step in rejuvenating the kids.us namespace is to fully engage the usTLD Stakeholder Council in the process. It is the role of the usTLD Stakeholder Council to work with the usTLD community to identify proposals for policy changes, procedural improvements, and other innovative ideas to drive evolution, growth, and positive change in usTLD. Defining whether, and to what extent, to rejuvenate the kids.us namespace, and how best to do so, falls squarely within their purview.

Assuming the usTLD Stakeholder Council agrees to rejuvenate the kids.us namespace, Neustar proposes to engage a highly qualified independent panel of three to five experts to examine the history of the kids.us namespace, the existing policy parameters, and the full range of possibilities for rejuvenation of the space in a manner that serves the intended purpose of the Dot Kids Act. The proposed panel will be carefully vetted to ensure that only those with the highest and most relevant qualifications are engaged. The ultimate selection of panel members will, of course, be made by the usTLD Stakeholder Council.

Some of the potential panel members that Neustar wishes to propose for consideration to the Stakeholder Council include, but are not limited to:

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The panel will be comprised of educators, experts in children's programming, security and privacy experts, digital media experts, policy experts, and the like.

The panel will be charged with the creation of a comprehensive analysis and report to be delivered the usTLD Stakeholder Council for review and consideration. The report should include, among other things, a policy framework that will enhance the kids.us namespace and promote the goals of the Dot Kids Act – providing a safe, educational online experience for children 13 and under.

The internet has dramatically transformed since 2002, and so too has the online experience available to kids. There are many new laws, regulations, policies and online procedures in place that can and should be considered to protect children 13 and under – as well as a host of new communication, education and social media modalities that can and should be considered.

Under existing policy, kids.us is intended to be a "walled garden," which is a restrictive space no longer in common usage. Existing policy also prohibits hyperlinks out of the kids.us zone and dramatically restricts two way messaging services. The existing policy framework would need to

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be analyzed and recommendations for modification, inclusive of all necessary agreements, would need to be presented to the DOC/NTIA for further review.

After the policy framework is delivered to the larger usTLD Stakeholder Council, the community, and the DOC/NTIA and ultimately approved, Neustar would work within this new policy framework to deliver on the promise of a safe space for children 13 and under.

Neustar looks forward to the opportunity to work with the usTLD Stakeholder Council and the DOC/NTIA on rejuvenating the kids.us namespace. Neustar has the technical, operational and marketing expertise to once again administer the program, in consultation with the community and the DOC, in a manner that suitably provides a safe online environment for children in the modern Internet age.

9.2 Content Standards

C.9.2. *The Contractor shall establish written content standards for the kids.us domain that ensure access is limited to material that is suitable for minors and not harmful to minors as the Dot Kids Act, as may be amended , defines such terms.*

C.9.3. *The Contractor shall establish rules and procedures for enforcement and oversight to minimize the possibility the kids.us domain provides access to content that violates the Contractor's standards and requirements as required by the Dot Kids Act.*

The objective of the kids.us domain was to facilitate the establishment of a protected, friendly and enjoyable Internet environment for children.

Neustar developed specific content guidelines for determining which content resolves within a kids.us approved domain name and is considered suitable for minors, in keeping accepted standards in a variety of public communications and media forums, including:

- Existing laws, regulations, and relevant voluntary standards;
- Rules and regulations regarding indecency on the airwaves;
- Commitment to offer some educational and informational content;
- Children's Online Privacy Protection Act (COPPA) requirements; and
- Children's Advertising Review Unit (CARU) advertising standards.

These content guidelines and restrictions are applicable to all domains within the kids.us space, whether at the third, fourth or higher level. Thus, although domain names with four or more levels (e.g. www.registry.neustar.kids.us) are permitted and can be managed at the discretion of the registrant, those pages are considered part of the kids.us domain and are therefore subject to all applicable guidelines, restrictions and policies in the kids.us space.

9.2.1   Restrictions within the kids.us Domain

In addition to the general standards identified above, content restrictions implemented within the kids.us domain prohibit the following types of information or content:

- **Mature content** – actual and/or simulated normal or perverted sexual acts or sexual contact; sexually explicit information that is not of medical or scientific nature;

- **Pornography** – content that is sexually explicit and/or has a purpose of arousing a sexual or prurient interest;

- **Inappropriate language** – use of profane, indecent, pornographic or sexually-related language in the domain name or content of any kids.us website;

- **Violence** – content which advocates or provides instructions for causing physical harm to people, animals or property;

- **Hate speech** – content with hostility or aggression toward an individual or group on the basis of race, religion, gender, nationality, ethnic origin, or other involuntary characteristics, or which denigrates others on the basis of these characteristics or justifies inequality on the basis of those characteristics;

- **Drugs** – content that advocates the illegal use of drugs or abuse of over-the-counter or prescription medications;

- **Alcohol** – content that advocates or contemplates alcohol consumption;

- **Tobacco** – content that features smoking or use of other tobacco products;

- **Gambling** – content that advocates legal or illegal gambling;

- **Weapons** – content that sells or advocates the use of weapons;

- **Criminal activities** – content that advocates or provides information or instruction for engaging criminal activity.

Notwithstanding the list contained above, all kids.us content was subject to review by the Content Manager(s) prior to being approved for display on a kids.us domain. If such content was deemed by the Content Manager(s) as having appropriate educational, informational, intellectual, literary, artistic, political, or scientific value for minors, exceptions may be made to allow this content to appear in the kids.us domain.

9.2.2   Technology Restrictions

Because there is no foolproof method for protecting children online, the Dot Kids Act specifies limitations put on specific technologies. These technologies are prohibited from use in any kids.us domain names:

- Two-way and multi-user interactive services, which includes: email, chat, instant messaging, Usenet, Message Boards of like user forum, and peer-to-peer connections, place "unless the registrant certifies to the registrar that such service will be offered in compliance with content standards established … and is designed

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to reduce the risk of exploitation of minors using such two-way and multi-user interactive services"; and

- Hyperlinks that take a user outside of the kids.us domain.

9.2.3 Enforcement

Neustar developed and implemented the following enforcement guidelines. We reaffirm our commitment to such policies and guidelines, and propose no changes should the suspension be lifted.

Neustar assigns a severity level to each of the content restrictions identified in the Dot Kids Act Content Policy. The severity level dictates the process for the Registry to address content violations and establishes the time period in which the registrant has to cure its violation.

Severity Level 1	Severity Level 2	Severity Level 3
Mature Content	Hate Speech	Hyperlinks to External Content
Pornography	Drugs	
Inappropriate language	Weapons	
Violence	Hyperlinks to Level 2 or Level 3 Content	
Hyperlinks to Level 1 Content	Gambling	
Interactive or Multi-user Communication	Alcohol	
Criminal Activity	Tobacco	

When Neustar was notified of an alleged violation, the alleged violation was reviewed and placed into one of the severity categories identified in the table above. If the Content Manager and/or Neustar determine that a violation has occurred, the following actions are taken for each of the categories:

- Severity Level 1 – Neustar immediately removes the domain name from the zone file, and notifies the Registrar and registrant of the removal. The registrant is required to repeat the content review process before the name can be re-established in the zone file.

- Severity Level 2 – Neustar notifies the Registrar and registrant of the infraction and provides four hours for the error to be corrected. The registrant is subject to an additional review of its content before the site can be re-established in the zone file.

- Severity Level 3 – Neustar notifies the Registrar or registrant of the infraction and provide 12 hours for the error to be modified.

Registrants found in violation of the content standards desiring to be reinstated within the kids.us domain are subject to a new review and re-activation fee each time a domain name is removed from the Zone File and then re-entered.

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9.3   Process for Removing Content

C.9.4.   The Contractor shall establish a process for removing from the kids.us domain any content that violates the Contractor's standards and requirements, as required by the Dot Kids Act.

While the established policies and procedures proved effective in managing the content on kids.us, it was necessary to have an established process to remove any content that violated the standards and requirements.

Neustar developed, implemented, and enforced the kids.us take-down policy. We reaffirm our commitment to such policies and propose no changes should the suspension be lifted.

Pursuant to the Dot Kids Act, the Registry Operator has responsibility for creating "a process for removing from the new domain any content that is not in accordance with the [content] standards and requirements of the registry." At the time of initial content review, all potential websites must completely abide by the kids.us Content Guidelines and Restrictions before any content may reside within the kids.us domain. Once content is available, Neustar can be made aware of any true or alleged content infractions from the Content Manager or through feedback received directly from the Internet community.

Neustar followed a defined process for removing inappropriate content from the kids.us space, designed to balance the needs of maintaining a stable namespace as well as ensuring a timely and expeditious means for registrants to resolve any true or alleged content infractions.

As described above, Neustar developed specific content restrictions and a corresponding severity level to guide the Registry in addressing content violations.

9.4   Dispute Resolution Policy

C.9.5.   The Contractor shall establish a process to provide registrants in the kids.us domain with an opportunity for prompt, expeditious, and impartial dispute resolution regarding any registrant material excluded from the kids.us domain.

During the decade that Neustar operated the kids.us domain, there was never a case where the dispute resolution policy was used. In general, there were few violations of policy and those that did occur were usually inadvertent and quickly remedied by the website operator after being notified of the infraction. Neustar believes, however, that it is in the best interests of all parties to have a clear and transparent policy to address disputes before they occur.

The Kids.us Accreditation Agreement provides for prompt, expeditious and impartial dispute resolution regarding any registrant material excluded from the kids.us domain. In order to carry out this contractual as well as legislative requirement, Neustar leveraged its existing relationship with the National Arbitration Forum (the FORUM) to assist in developing prompt, expeditious, and impartial dispute resolution process and develop a Dispute Provider Agreement in which the FORUM (a neutral third party) would agree to provide such dispute

services. It was through these discussions that we developed a dispute resolution process that we believe is fair and equitable.

According to the Kids.us Content Removal Policy and Rules developed and administered by Neustar, any kids.us domain name registrant is entitled to initiate an administrative proceeding in the event that usTLD Administrator has either (i) taken any action to remove a registrant's registered kids.us domain name from the zone file or (ii) issued a Content Violation Notice of Intent to Remove a registrant's kids.us domain name from the zone file for violation of the policy.

Like the usDRP and the Nexus Dispute Policy, the burden is on the complainant to demonstrate that the content that was removed (or the kids.us site that was taken down) by Neustar was not in violation of the Content Policy and therefore should never have been removed. Unlike the usDRP or Nexus Dispute Policy, Neustar as the respondent does not need to respond specifically to the individual assertions made in the complaint, but must provide the dispute provider with sufficient information about the content that was taken down, the reasons justifying doing so, and the supporting documentation.

9.5   Kids.us WHOIS Database

C.9.6.   The Contractor shall ensure the accuracy of the contact information submitted by registrants and retained by registrars in the kids.us domain by maintaining and updating the WHOIS database for such domain as described above (see section C.7).

As provided in the suspension order, Registrars are no longer accepting registrations for kids.us domain names. Before the suspension, Neustar ensured the accuracy of all contact information submitted by registrants and retained by Registrars in the kids.us domain by maintaining and updating the WHOIS database. The kids.us WHOIS database is the same database maintained for all usTLD domains and includes all the required data fields.

As required under the suspension, Neustar keeps a copy of all information from the historical kids.us database in the event that the suspension is lifted.

9.6   Kids.us Administrator-Registrar Agreement

C.9.7.   The Contractor shall establish contracts with all kids.us registrars that provide for:
(i) ensuring use of the kids.us domain will comply with the Contractor's standards and requirements for the domain;
(ii) requiring a written agreement with each kids.us registrant ensuring use of the kids.us domain will:
(a) comply with the Contractor's standards and requirements for the domain;
(b) prohibit two-way and multi-user interactive services in the kids.us domain unless the registrant certifies to the registrar that such services will comply with the kids.us content standards developed by the Contractor and are designed to reduce the risk of

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exploitation of minors using such two-way and multi-user interactive services; and (c) prohibit hyperlinks in the kids.us domain that take such users outside the kids.us domain.

(iii) incorporate usTLD policies including those relating to nexus, WHOIS, dispute resolution, and domain name review.

Neustar developed, maintained and enforced the Kids.us Administrator-Registrar Agreement. The Kids.us Administrator-Registrar Agreement is the primary agreement that governs the relationship between Neustar, as the operator of the kids.us second-level domain namespace, and each individual kids.us accredited Registrar. All Registrars who wished to offer kids.us domain name registrations were required sign the Kids.us Administrator-Registrar Agreement in addition to the usTLD accreditation agreements.

There are some significant differences between the Kids.us Administrator-Registrar Agreement and the usTLD Registrar Accreditation and Registry-Registrar Agreement. The primary differences relate to specific details about the unique kids.us registration process, including the:

- registration of kids.us domain names (registered names);

- activation of the kids.us domain names (active registrations) through Neustar, enabling the owner of the Registered Name to have content; and

- process of reviewing websites that contain kids content (kids.us sites).

In addition, other changes relate to the fact that registrations in the kids.us domain are for the third-level, and not second-level as in the general expanded usTLD space.

9.7   Annual kids.us Compliance Report

C.9.8.   The Contractor shall submit an annual report to Congress on the Contractor's monitoring and enforcement procedures for the kids.us domain as required by the Dot Kids Act.

Section H of the Dot Kids Implementation and Efficiency Act of 2002, Public Law 107-317, requires that the Registry shall prepare, on an annual basis, a report on the Registry's monitoring and enforcement procedures for the namespace. The law states the usTLD Administrator shall submit each such report, setting forth the results of the review of its monitoring and enforcement procedures for the namespace, to the Committee on Energy and Commerce of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate.

Since the launch of kids.us in September 2003, Neustar has submitted an annual report on monitoring and enforcement procedures for the kids.us space. Every report has been submitted on time since the launch of the kids.us space. This provision was not affected by the suspension of the kids.us space and future reports will continue to be submitted as required by law.

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9.8 Kids.us Reserved List

C.9.9. *The Contractor shall maintain the current kids.us Reserved List and provide registrar services as needed for such names. This list shall include those names that were registered prior to the current suspension of registrations. The Contractor shall provide the opportunity to those entities that had existing registrations prior to the suspension to re-register those names prior to re-establishing this space.*

Neustar completed the following tasks as required as part of the kids.us suspension process:

Task	Completion Date
Notified all accredited kids.us Registrars that Neustar would immediately cease accepting kids.us registrations and/or renewals.	06/27/2012
Modified kids.us homepage (www.kids.us) to provide information on the suspension of the kids.us domain.	06/27/2012
Took a snapshot of existing registration data for archiving purposes.	06/27/2012
Advised all active kids.us registrants of the kids.us suspension and that expiring domain names would not be renewed after the effective date of the suspension.	07/10/2012
Reached out to registrants with active kids.us websites and asked them to voluntarily suspend use of their domain and remove all content, within 90 days of the suspension. Any registrant choosing to not voluntarily suspend use of their kids.us domain name was advised that Neustar would, on a prorated monthly basis, no longer waive the content management annual fee of $250 per domain.	07/10/2012
Blocked the renewal of domain names scheduled to expire after the effective suspension date.	07/27/2012
Maintained the content review process for a year from 07/27/2012, but terminated the CMS fee waiver effective 01/01/2013.	07/27/2012
Reserved all existing kids.us names, and kept a copy of their WHOIS data, until such time that the kids.us program can be re-established to ensure that currently listed registrants get the first right to re-register their names. In addition to reserving the names at no charge, Neustar ensured that registrants were notified of this action.	07/27/2012
Reminded Registrars of undeleted kids.us domains of approaching final shut down date.	06/27/2013
Deleted all remaining kids.us domains, and updated the shutdown messaging at www.kids.us to reflect this final shutdown.	07/27/2013
Reimbursed registrants at a flat rate of $50/domain – through sponsoring Registrars – for domains due to expire in 2013 and beyond. Note: this applied only to domain names registered before July 27, 2012.	07/30/2013

9.9 Content Review and Monitoring

C.9.10. *The Contractor shall serve as Content Manager and is therefore responsible for reviewing content at the initial registration stage and perform ongoing content monitoring while the kids.us site is active.*

Should the kids.us suspension be lifted and requests for new websites be received, Neustar will once again serve as Content Manager, reviewing content at the initial registration stage and performing ongoing content monitoring as outlined above.

9.10   Marketing and Promotion

C.9.11. *The Contractor shall work with the U.S. Internet community, children's advocacy groups, and other interested parties to increase utilization of the kids.us domain by, among other things, promoting awareness of such domain.*

Nearly two decades ago, Congress enacted legislation to make it easier for parents to find safe and appropriate children's content on the relatively new Internet. As the contractor for the usTLD at the time, Neustar was excited to create, maintain and operate the second level kids.us domain as a safe place for children aged 13 and younger as required by the Dot Kids Act. While the task was large, Neustar implemented all of the policies and procedures to quickly, safely and responsibly to build and grow the new kids.us namespace.

In the meanwhile, the commercial internet grew at extraordinary rate, and children's educational content became a highly competitive marketplace, with major media companies investing billions of dollars to build and grow online communities for kids – including Disney, Nickelodeon, just to name a few.

In 2011, following a dramatic decline in the usage of the third-level namespace, there were only 651 kids.us domains under management and only six, static websites. In a typical month, there were fewer than 500 unique brief visits to the entire kids.us site. While the site was safe, it was disingenuous to argue that the site was meeting the informational and educational needs of children and their families.

Recognizing this reality, the Department of Commerce suspended the domain.

Neustar's commitment to children and their families however was never suspended. Neustar is 100% committed to serving the online needs of children and embraces the objective of the Dot Kids Act to provide educational and informational opportunities for children to safely use the Internet.

For more information on Neustar's marketing and promotion activities in the usTLD, please see Section 4.7 – 'Promotion of the usTLD'.

Neustar's commitment to safe online experiences and digital literacy for children

While much has changed since the Dot Kids Act was passed, what remains the same is our continued commitment to educate, inspire and protect children in the most effective ways possible. During the past several years, Neustar has launched and supported a host of community initiatives from STEM education programs, to coding camps, to domain name scholarships for hackathons, in an effort to help inspire and educate kids to become responsible digital citizens who understand how to harness the power of technology in their lives and careers.

Our commitment to supporting kids is meaningful and measurable. Details of the programs we are proud to have instituted over the past five years to support kids to better navigate the global digital landscape include are described in Section 4.7.17 – 'Kids.us'.

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10   License to Use usTLD and kids.us Promotional Marks

C.10   LICENSE TO USE USTLD AND KIDS.US PROMOTIONAL MARKS. The Contractor shall grant to DOC a worldwide, non-exclusive, non-transferable, right to use any of the usTLD and kids.us logos, slogans, or other promotional marks developed by the Contractor in performance of this contract.

Neustar will grant the DOC a worldwide, non-exclusive, non-transferable, right to use any of the usTLD and kids.us logos, slogans, or other promotional marks developed by Neustar in performance of this contract, including in the event that the suspension of kids.us is lifted.

11 Conflict of Interest Requirements

C.11.1 *The Contractor shall take measures to avoid any activity or situation that could compromise, or give the appearance of compromising, the impartial and objective performance of the Contract (e.g., a person has a conflict of interest if the person directly or indirectly appears to benefit from the performance of the Contract). The Contractor shall maintain a written, enforced conflict of interest policy that defines what constitutes a potential or actual conflict of interest for the Contractor. At a minimum, this policy must address conflicts based on personal relationships or bias, financial conflicts of interest, possible direct or indirect financial gain from Contractor's policy decisions, and employment and post-employment activities. The conflict of interest policy must include appropriate sanctions in case of non-compliance, including suspension, dismissal and other penalties. (See also the clause at H.8 Organizational Conflict of Interest).*

Since its inception, neutrality and fair and ethical business dealings have been core to Neustar's service delivery. In fact, Neustar's name is a word created by combining the concept of 'neutrality' with the 'stars' in the logo of our original parent company, Lockheed Martin.

Neustar's continued commitment to neutrality carries over to all parts of our business through the company's Code of Business Ethics. The Code of Business Ethics serves as the framework within which we manage our business and as a reminder that respect for our work and colleagues, professionalism inside and outside the company, and the drive to achieve both excellence and integrity are essential to our continued success.

11.1 Neustar Code of Business Ethics

Neustar's Code of Business Ethics establishes the company's policy on issues relating to conflicts of interest. The Neustar Code of Business Ethics sets clear standards, written in plain English, by which directors, officers, employees and contractors providing services to or on behalf of Neustar must conduct themselves in order to protect and promote organization-wide integrity and to enhance the company's ability to achieve its mission.

Violations of the Code of Business Ethics include asking other employees to violate the code, not reporting a code violation or failing to cooperate in a code investigation. Any retaliation against an individual who reports a violation of this code or of law in good faith, or who assists in the investigation of a reported violation, is itself a serious violation of the code and applicable law.

All Neustar employees, officers, directors, and contractors are required to adhere to the Code of Business Ethics. Violating the Code of Business Ethics may result in disciplinary action, up to and including termination of the individual's relationship with Neustar. The Code is reviewed

and updated, approved by Neustar's Enterprise Risk and Compliance Council consisting of all senior management, and adopted by the Board of Directors annually.

An employee is required to report real or suspected violations of the Code of Business Ethics, via one of Neustar's reporting mechanisms:

- to their manager or higher levels of management, the Senior Vice President of Human Resources, or the General Counsel;

- through our compliance hotline at (888) 396-9033; or

- through our compliance web form.

If an accounting or auditing matter is involved, concerns or reports of violations may also be submitted by email to the Audit Committee at CorporateCode@home.neustar. Members of the Board and executive officers are expected to report potential violations to the General Counsel or the Audit Committee chair.

Neustar's Code of Business Ethics strictly prohibits actual conflicts of interest based on personal or financial relationships, bias, or other causes, and mandates strict neutrality with respect to the company's business operations.

In relation to conflicts of interest, relevant provisions of the Code of Business Conduct include the following to help our employees, officers, directors, and contractors understand the code:

- **Our Commitment:** We seek to keep our personal interests separate from our business interests.

- **What it is:** Conflicts arise whenever your private or business interests conflict or interfere in anyway—or even appear to interfere—with Neustar's interests. You may think that's pretty rare, but it's not. Conflicts can include things that may seem minor, like working on a small mail-order business on company time, diverting business to one that you or a relative owns, or asking a colleague to hire a friend instead of the best candidate for the job. It's influencing a decision from which you personally stand to gain.

- **Why it matters:** Even the perception of a conflict of interest can muddy the waters with our co-workers, clients, regulators and partners, undermining their trust in us. We want to preserve the excellent reputation we've spent years building.

- **Confused? Ask yourself this question:** If you think you might be in an ethically ambiguous situation, ask yourself this: Could my actions result in my own personal gain—or harm to Neustar? If the answer is yes, speak with your manager about it.

- **The bottom line:** We all must work to avoid even the appearance of conflicts of interest—so if you find yourself in a tricky situation, speak with your manager to determine the best course of action.

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In addition to conflict of interest the Neustar Code of Business Ethics describes obligations in relation to:

- Employee's use of Technology;

- Data and Privacy;

- Protecting Neustar's Reputation Online;

- Protecting Neustar's Intellectual Property;

- Confidential Information;

- Gifts and Entertainment;

- Discrimination, Harassment, and Retaliation;

- Insider Trading;

- Doing Business with Government Officials; and

- Fair Competition Accurate Accounts, Records, and Disclosure.

A copy of the Neustar Code of Business Ethics can be found in Appendix C – 'Policies'.

11.2   Employee Onboarding and Training

All Neustar employees, officers, directors, and contractors undergo a comprehensive onboarding and training program. While certain content is tailored for the individual and their role, other content such as the Code of Business Ethics is a standard requirement. Also standard are the following training elements:

- Security and privacy awareness;

- Committee on Foreign Investment in the United States (CFIUS) training; and

- Compliance, including Anti-Corruption/Bribery

Further to this the following training is required by all employees on an annual basis:

- Re-certification of all policies including:

  - Code of Business Ethics;

  - Employee Handbook;

  - Business Continuity; and

  - Information Security Systems and Acceptable Use of Technology;

- Security and privacy awareness;

- Committee on Foreign Investment in the United States (CFIUS) training;

- Anti-Corruption Policy training (appropriate staff and contractors); and

- Anti-Harassment.

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11.3   usTLD Stakeholder Council Conflicts of Interest Policy

Neustar has a Conflicts of Interest Policy applicable to the work of the usTLD Stakeholder Council.

The purpose of the Conflicts of Interest Policy is to ensure the integrity and independence of the usTLD Stakeholder Council and to ensure that the deliberations, decisions, and work product of the Stakeholder Council are objective, fair, and made in the interests of the usTLD community and the global Internet community as a whole, in compliance with our contractual obligations.

For purposes of the usTLD Stakeholder Council Conflicts of Interest Policy (Council Conflicts Policy), Neustar employees who interact with the Stakeholder Council, including employees participating in the deliberations of the Council itself or performing Secretariat functions are considered "covered persons" subject to the Council Conflicts Policy and its requirements. Each covered person must sign a statement that affirms that they have received a copy of the policy, has read and understands the policy, and agrees to comply with the policy.

Further detail about the usTLD Stakeholder Council can be found in Section 4.14 – 'Multistakeholder Consultation' and a copy of the usTLD Stakeholder Council Conflicts of Interest Policy can be found in Appendix C – 'Policies'.

11.3.1 Conflict of Interest Report

Since 2014, Neustar has published on its website an annual Conflict of Interest Report for the usTLD Stakeholder Council at the following link: www.about.us/policies/ustld-stakeholder-council/stakeholder-council-reports

Neustar's policies and procedures are reviewed and updated annually. To date there have been no problems or concerns to report.

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12   Security Requirements

As the Internet ecosystem has evolved, particularly over the last five years, there has been an increasing cyber-security threat against key Internet infrastructure, including TLDs. In order to be protected, TLDs (and ccTLDs in particular) require comprehensive DDoS protection and a robust DNS platform, ensuring they are well covered against the growing size, volume and sophistication of cyber-attacks. ███ ██

to protect TLDs against these types of attacks, which are expected to grow exponentially over the next few years as bandwidth and connectivity increases and cheap internet-connected devices capable of launching attacks come online by the billions.

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██████████████████ Through our experience providing stable, reliable DNS that supports hundreds of TLDs, we understand that the supporting infrastructure must be distributed, resilient and high-performance. ███████████████████████████████
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Neustar is fully committed to being at the leading edge of cyber-security, launching a host of new products, capacity and innovation in the space to counter the malicious actors that continuously attempt to attack critical internet infrastructure. ███████████████████████
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Award Winning Security Solutions

Neustar is at the forefront of cyber-security and our comprehensive security services are unlike anything else available on the market today. These services are supported by Neustar's team of industry security experts, building a constantly evolving network that delivers sophisticated security solutions to our clients. Neustar's expert team includes security industry heavyweights like Rodney Joffe, Senior Vice President and Chief Technologist, a sought-after cybersecurity expert who has been awarded the MAAWG Award for his lifetime achievements in protecting the Internet and its end-users, as well as the FBI's director's award for outstanding cyber-investigations.

Below is just a short list of recent awards Neustar has won for our innovative, industry-leading security solutions:

- Cyber Security Awards, Most Innovative Product of the Year – Winner: DNS-Shield (2017);

- Computing Security Excellence Awards – Winner: SiteProtect NG (2017);

- SC Media Awards, Best Emerging Technology – Highly Commended: DNS-Shield (2018);

- Network World Asia Information Management Awards, Top 3 New Asia Security & Data Protection Vendors – Winner: Neustar (2018);

- Cyber Defense Global Awards, Cutting Edge Cloud Security – Winner: Neustar (2018);

- Cyber Defense Global Awards, Most Innovative Web Application Security – Winner: Neustar (2018); and

- Computing Security Awards, Contribution to Cyber Security – Winner: Rodney Joffe (2018).

12.1   Secure Systems

C.12.1   Secure Systems. The Contractor shall install and operate computing and communications systems in accordance with best business and security practices. The Contractor shall implement authenticated communications between it and its customers when performing all requirement of this Contract and shall document such practices and the configuration of all systems.

Neustar installs and operates computing and communications systems in accordance with best business and security practices. Neustar's approach to information security is a comprehensive, defense-in-depth program designed to mitigate all types of information security risks, while constantly evolving to stay ahead of the ever-changing cyber threat landscape. Enabling secure customer access and protecting customer data are the primary goals of our information security program.

Over the past several years, the world has seen a huge increase in both the number and complexity of cyber-attacks against governments and business enterprises. Regardless of the motivations behind these ever-changing threats, Neustar has taken the necessary steps to not only protect against these threats, but to stay ahead of them. Through a robust, defense-in-depth corporate information security strategy, which encompasses requisite preventive, detective, and corrective security measures, along with a proven Information Risk and Compliance program, Neustar is well prepared for both current and emerging cyber threats.

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Our security programs are designed to protect Neustar and our customer's information systems and data, while providing a secure means for customer access. Leveraging people, processes, and technologies, Neustar continuously assesses current capabilities against emerging threats and regularly updates security and privacy controls to ensure operational resiliency.

12.1.1 Information Security Framework

Given the critical infrastructure operated by Neustar, Information Security is a core part of our business, we understand the criticality of what we do and that our nation can be impacted significantly if there is a failure to protect the confidentiality, integrity or availability of the Registry system and the data it contains.

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12.2   Secure Systems Notification

> **C.12.2   Secure Systems Notification. The Contractor shall implement and thereafter operate and maintain a secure notification system that is, at a minimum, capable of notifying all relevant stakeholders of such events as outages, planned maintenance, and new developments. In all cases, the Contractor shall notify the COR of any outages.**

Neustar implemented, operates and maintains a secure notification system that is built to ensure that all relevant stakeholders are notified immediately and appropriately of such events as outages, planned maintenance, and new developments. Neustar will also notify the COR of any outages and has the protocols, processes and systems to support stakeholders during such an eventuality.

Over the course of 20 years of experience building and operating enterprise and carrier grade solutions, Neustar has developed a set of proven operational monitoring and incident management practices to ensure that faults are promptly identified and efficiently managed with all necessary notifications. Our highly structured incident management practice ensures that all identified faults are handled appropriately and provides all necessary communications paths, including internal communications and bidirectional communication with Registrars and the DOC.

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12.2.6 Customer Technical Support

Neustar provides 24/7 support for usTLD operations. Our commitment to providing uninterrupted technical support for Registry services is described in detail in Section 4.10 – 'Customer Support'.

Further, the Client Services team provides the DOC/NTIA and Registrar community with pre-configured notices regarding any planned or scheduled maintenance that will impact the Registry. These are provided with a minimum of two weeks' notice for regular maintenance, with reminders at seven, three and one day prior the planned maintenance. For larger maintenance events, or where there is a scheduled outage of the Registry service, 30 days' notice is provided.

12.3 Secure Data

C.12.3   *Secure Data. The Contractor shall ensure the authentication, integrity, and reliability of the data in performing all requirements of this contract.*

Neustar ensures security of data through a holistic approach that considers data input, data output and data storage. As an experienced operator of Registry infrastructure, Neustar has deep and detailed knowledge of the security challenges and constraints of a TLD environment.

A comprehensive set of tools, policies, and procedures to ensure the authentication, integrity, and reliability of the data, security is central to our secure operations. The most effective data security programs are those that operate at multiple levels in the infrastructure to provide a comprehensive defense in depth approach to data security. To operate otherwise would impose undesired operational risk.

Our approach to data security includes making sure the right data gets into the right system, ensuring its integrity within the system, and making sure the right data is provided from the system. Key to this is the notion of authentication, integrity, and reliability of the data as it relates to input, storage, database, secure administration and outputs.

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12.4   Computer Security Plan

C.12.4   *Computer Security Plan. The Contractor shall develop and implement a computer security plan. The Contractor shall also update such plan annually and deliver such plan to the COR.*

Security is core to Neustar's business. Neustar has developed and implemented an extensive computer security plan that is updated as needed, but at a minimum annually, and is shared with the COR.

Highlights

- The Security Plan aligns with NIST 800-53 (v4) standards and includes Data Privacy.

- A Risk Management practice is in place to provide comprehensive security risk assessments based upon specifications such as ISO27001, ISO27005, and the newer ISO31000 standards.

- In-depth reviews of control design and assessments of their operational effectiveness are performed by internal as well as external auditors.

- Neustar's robust Business Continuity Management (BCM) Program is based on an all-hazards approach and includes routine disaster recovery testing.

- State-of-the-art NeuCIRT/SOC facilities provides continuous monitoring to ensure timely incident response and mitigation execution.

- Proactive information security measures include, but are not limited to: network, endpoint (employee devices), operating system and identity management controls, as well as regular penetration testing and DDoS mitigation strategies

Neustar's Registry system was designed with security in mind at every turn. Our Security Plan outlines the key elements to protect the Registry from a wide variety of security challenges.

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12.5   Director of Security

C.12.5   Director of Security. The Contractor shall designate a Director of Security, who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Contractor shall provide the name of the designee prior to contract award and this person shall be designated as Key Personnel in the proposal. The Contractor shall notify and consult with the COR before changing personnel in this position in accordance with the Key Personnel Clause of this contract.

Neustar has designated David Pigott, Neustar's Chief Risk and Compliance Officer, as the Director of Security for the contract. In the event that a change of personnel becomes necessary, Neustar will notify and consult with the DOC/NTIA COR before such a change is made.

Mr. Pigott's resume is available in Appendix B – 'Resumes'.

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13 Reporting Requirements

Neustar will continue to provide on-time and accurate reporting to the DOC, as required, including additional reports that go above and beyond the requirements of the Statement of Work.

Neustar has the tools, employees and capacity to assist the DOC/NTIA with regular and ad-hoc reporting and data analysis. The depth of Neustar's reporting capabilities has grown over time, allowing for greater insight into the usTLD market (including data relating to Registrars and registrants), domain name usage, and marketing efficacy. As a critical stakeholder in numerous domain name industry forums, we have unique perspective into a diverse array of reporting techniques and policies.

Neustar has established, and will maintain, consistent communication with critical stakeholders, including the Contracting Officer's Representative (COR), Registrars and the usTLD stakeholder community. Neustar will maintain transparency by consistently providing timely and accurate reporting to all usTLD stakeholders.

We have continuously improved the reporting structure and delivery of reports for the usTLD, including adding new elements and posting aggregated high-level data for the public to engage the wider usTLD community. As the usTLD Administrator, we will continue to recommend improvements to the reporting requirements that align with industry best practices.

As required, Neustar will submit the reports detailed in the following sections.

13.1 Periodic Progress Reports

C.13.1 *Periodic Progress Reports. The Contractor shall propose a plan to, where appropriate, make reports publicly available unless prohibited due to proprietary business, security, technical, or privacy concerns or as otherwise prohibited by this Contract or by DOC.*

Neustar will continue to make certain progress reports available to the public, unless prohibited due to proprietary business, security, technical or privacy concerns or as otherwise prohibited by the contract or by the DOC.

In our experience over the last 17 years, we have found that the public has a vested interest in the state of national assets such, as the usTLD. Neustar is dedicated to upholding the transparency and accountability we have already achieved by informing the public on the status of the namespace and providing visibility into key performance metrics through the usTLD website at the following link: www.about.us/resources/statistics

Improved external reporting enhances our engagement with the usTLD stakeholder community. As such, Neustar publishes progress reports on the usTLD website each month that contain:

- ▪ Summary of major events, including technical, policy and marketing updates;

- Performance data measured against our service levels;

- Transaction statistics, including:

  - Total number of domain names under management;

  - Total number of nameservers under management;

  - Total number of registrations, renewals, transfers and deletions;

  - Total number of EPP transactions (overall and per command);

  - Daily EPP transaction maximum, minimum and average;

  - Total Registry transactions (overall and per transaction type).

- Total number of accredited Registrars;

- usTLD website statistics;

- .us locality statistics; and

- WHOIS complaint data.

13.2   Monthly Performance Progress Report

C.13.2   Monthly Performance Progress Report. For the full period of the contract, the Contractor shall prepare and submit monthly written progress reports to the COR (no later than 15 calendar days following the end of each month) that contain both statistical and narrative information detailing the Contractor's progress towards meeting the Contract requirements.

Each month, Neustar provides written progress reports to the COR that provide insight into major events and work performed during the reporting period, problems encountered and disruptions experienced (if any), accomplishments and/or complications experienced in fulfilling the contract requirements, and projected significant changes, if any, related to the contract requirements.

Neustar currently provides two types of monthly reports to the DOC, being:

- Monthly Progress Report, which contains data from the previous month's operations within the usTLD space; and

- Monthly Registrar Transaction Report, which contains all the statistics of the space for the reporting month, by Registrar.

Neustar will continue to deliver these reports no later than 15 calendar days following the end of the month.

Over time, Neustar has added more data elements to these reports, providing greater transparency and visibility into the operations of the Registry, including the activities of

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individual Registrars. Neustar's monthly performance reports go above and beyond the requirements in the contract. The following data elements are included in our monthly reports:

Monthly Progress Report	
Report Element	**Data Provided**
Summary of Major Events During Reporting Period	▪ Contract Modifications ▪ Technical/Operational Issues ▪ Service Releases and Upgrades
Performance Data	▪ Performance statistics by service level
Transaction Statistics	▪ Billable transactions ▪ EPP transactions ▪ WHOIS Queries ▪ DNS Queries
Monthly Registration Data	▪ Second-level registrations, per Registrar ▪ Total names under management, per Registrar
kids.us Statistics (as needed)	▪ Domain names registered during reporting period ▪ Total domain names under management ▪ Active websites ▪ Websites pending review ▪ Number of kids.us accredited Registrars ▪ Number of violations ▪ Number of takedowns
Website statistics for www.about.us	▪ Page views ▪ Visits ▪ Average visit length
Accredited Registrar status	▪ Number of operational accredited Registrars ▪ Number of non-operational accredited Registrars ▪ Total number of accredited Registrars
Locality Statistics	▪ Number of Delegated Managers ▪ Number of changes in Delegated Managers ▪ Number of updates to the locality space
WHOIS Complaint Statistics	▪ Date complaint received ▪ Registrar, domain and description of complaint ▪ Action description
Daily EPP Transaction Ranges	▪ Maximum daily transactions ▪ Minimum daily transactions ▪ Average daily transactions
WHOIS Data Accuracy Audit Report	▪ Number of WHOIS Accuracy Complaints Received ▪ Number of Domains Reviewed for Accuracy ▪ Breakdown of Actions Taken
Monthly Registrar Transaction Report	
Report Element	**Data Provided**
Registrar Transactions	▪ Number of transactions per Registrar during the reporting period ▪ All transaction types, including adds, renews, and transfers, broken down by term ▪ Number of deletes per Registrar ▪ Number of gaining transfers per Registrar ▪ Number of losing transfers per Registrar ▪ Number of domain redemptions ▪ Total number of domains under management, per Registrar ▪ Total number of nameservers under management, per Registrar

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Note: Should the kids.us suspension be lifted, Neustar proposes to provide monthly reports on the number of kids.us registrations, active sites, and any violations of contractor's kids.us content standards; and any updates or modifications to the shared registration system made by contractor.

13.3   Revenue Financial Report

C.13.3   Revenue Financial Report. Within 30 days of the conclusion of the Contract's base period and each option period, the Contractor shall submit an uncertified financial report of the revenues received and expenses incurred in performing the Contract.

Neustar currently provides and will continue to provide an Uncertified Financial Report of the revenues received and expenses incurred in performing the contract. This report is and will be provided to the DOC/NTIA within 30 days of the conclusion of the base period of the contract and each subsequent extension.

13.4   Final Report

C.13.4   Final Report. The Contractor shall prepare and submit, within 60 days after the conclusion of the Contract, a final report on the usTLD that documents standard operating procedures, including a description of the techniques, methods, software, hardware, and tools employed in performing the requirements of this contract.

Neustar shall submit a Final Report about the usTLD within 60 days of the conclusion of the contract. This report will document the standard operating procedures deployed during the course of the contract including a description of:

- The techniques and methods used to manage the usTLD;
- All hardware and software deployed to support the usTLD; and
- Any other tools deployed in support of the usTLD.

13.5   Security Audit Data and Reports

C.13.5   Security Audit Data and Reports. The Contractor shall generate and retain security process audit data and provide an annual audit report to the Contracting Officer and COR. The Contractor shall also provide to the Contracting Officer and COR specific audit data upon request.

Neustar generates and retains security process audit data and, annually, provides an audit report to the Contracting Officer and COR. We also provide specific audit data upon request.

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We generate and analyze audit data as a part of our routine operating procedures. This data is compiled into reports that must be reviewed by appropriate managers. The data we generate includes:

- Assessments of user access to systems, including appropriateness of the access;

- Reviews of failed privileged account logins;

- Reviews of database logs;

- Reviews of CSR activity;

- Investigations of any erroneous or suspicious activity.

Neustar will continue to submit an annual security report, containing a review and analysis of our security audit data and procedures, to the DOC/NTIA as required.

13.6 Annual WHOIS Accuracy Report

C.13.6 Annual WHOIS Accuracy Report. The Contractor shall prepare and submit an annual WHOIS accuracy report. This report should include a statistical summary of the Contractor reviews and actions taken to correct inaccuracies reported and discovered.

As mentioned in Section 5.6.2 – 'WHOIS Accuracy', Neustar submits an Annual WHOIS Accuracy Report to the DOC/NTIA summarizing the results of our WHOIS Accuracy Program initiatives.

The report contains statistical data on the number of WHOIS inaccuracies discovered as the result of internal reviews or reported through our reporting mechanisms. A summary of the actions taken as a result of inaccuracies reported and discovered is provided in the report, as well as a breakdown of reported inaccuracies per Registrar.

13.7 Conflict of Interest Report

C.13.7 Conflict of Interest Report. The Contractor shall develop and publish, subject to applicable laws and regulations, an annual Conflict of Interest Enforcement and Compliance Report. The report shall describe major events, problems encountered, and changes, if any, related to Section C.11.

Subject to applicable laws and regulations, and on an annual basis, Neustar publishes a Conflict of Interest Enforcement and Compliance Report. This report describes major events, problems encountered, and changes, if any, related to RFP Section C.11.

For details on Neustar's adherence to the Conflict of Interest requirements, please see Section 11 – 'Conflict of Interest Requirements'.

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14 Inspection and Acceptance

C.14 INSPECTION AND ACCEPTANCE. The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.13. Prior to publication/posting of reports (in the manner to be determined pursuant to Section C.13.1), the Contractor shall obtain approval from the COR. The COR shall not unreasonably withhold approval.

Neustar understands, acknowledges and agrees that the COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.13. Prior to publication of reports, pursuant to Section 13.1 – 'Periodic Progress Reports', Neustar will obtain approval from the COR.

15 Transition to Successor Contractor

C.15 TRANSITION TO SUCCESSOR CONTRACTOR. In the event the DOC selects a successor contractor, the Contractor shall ensure an orderly transition while maintaining continuity and security of operations. The plan for transition from the existing registry to a successor registry shall be submitted to the COR one (1) year after date of contract award, reviewed annually, and updated as appropriate.

The world looks to the United States as both a pioneer and leader in the domain name industry. The usTLD is the clearest, most visible example of that leadership, heralded as a model of effective governance, performance excellence, and responsible growth. A transition to a successor Registry threatens the security, stability and performance of the usTLD namespace; and, if the transition fails, the United States' credibility as a leader for tomorrow's dynamic Internet community will be damaged.

Reselecting Neustar as the usTLD Administrator eliminates the need for a complex and time-consuming transition that would place the reliability, stability and, security of the usTLD at risk.

In the event the DOC/NTIA selects a successor contractor, Neustar is committed to doing its part to ensure an orderly transition while maintaining continuity and security of operations. Neustar will submit a plan for transition to a successor Registry within one year of the contract award, will review the plan annually, and will update the plan as appropriate.

15.1 Impact of a Transition

TLD transitions are inherently disruptive events that introduce the risk of negatively impacting service for Registrars and millions of users. As a high profile digital asset of the United States Government, the risks inherent in a transition of the usTLD are particularly acute -- especially when such a transition would have little or no countervailing tangible benefit.

Retaining Neustar eliminates:

- Material opportunity costs for Registrars, as resources are pulled from other strategic initiatives to focus on migrating services to a new, untested vendor;

- Lengthy "shake-out" period of degraded service and periodic system unavailability – affecting consumers and driving up customer care expense;

- Risk of failed registrations from even a small error in migrating the usTLD Registry data elements;

- Potential for reduced readiness in times of disaster and emergency;

- Compromising the administration of the complex locality-based namespace, which carries a higher transition risk due to the need for resource-intensive oversight in the migration of almost 400 Delegated Managers and thousands of locality domain names for which Neustar acts as the Delegated Manager;

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- Declining consumer experience, blocked access resources, and delayed or impeded network management activity – all of which are affected by Registry performance.

The severity of the risk associated with transition increases dramatically the shorter the timeframe for transition provided. Based on our experience, successful transition would require a minimum of six months in order thoroughly test systems and to accommodate the thousands of Delegated Managers locality registrants, and the 223 Registrars.

When an incumbent Registry performs as exceptionally well as Neustar has over the last 17 years, and there is no competitor that can add a material level of enhanced value to the usTLD community, we feel strongly that the most prudent course of action is no transition at all.

15.2   Transition Planning

Consistent with our obligations under the current contract, Neustar has:

1   Developed an extensive transition and risk mitigation plan;

2   Submitted the transition plan within one year of the contract award;

3   Reviewed the transition plan annually; and

4   Updated the transition plan as appropriate.

While the overall burden for a successful transition would be the responsibility of the successor contractor, Neustar will work closely with the successor to minimize negative impacts on the usTLD community and will update the transition plan as required to mitigate issues as they arise. To this end, elements of the transition plan implementation include:

- Providing feedback to the successor contractor and feedback to the DOC/NTIA regarding the viability and quality of the successor contractor's transition plan and suggestions on improving the same;

- Assigning a project manager to interface with successor contractor;

- Providing periodic, current copies of escrowed data to allow successor contractor to test conversion/import programs;

- Participating in transition status meetings;

- Providing required contact information for various entities (e.g. accredited Registrars);

- A detailed plan to sustain DNS resolution during successor's DNS ramp-up period;

- A plan to transition Registrar funds to the successor;

- A communications plan for keeping the community apprised of our transition activities; and

- A plan for Neustar to resume services should the transition not be successful.

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However, the existence of a detailed transition plan can only go so far to ensure a smooth usTLD transition. The successor contractor must be equally prepared to execute a successful transition. In addition, the successor contractor must acquire the institutional knowledge that Neustar has gained from managing the usTLD for 17 years. Even then, there are certain elements such as Neustar's practical expertise, usTLD customized processes, Neustar-developed proprietary tools, and intellectual property that will not transfer. This only increases the risk to the stability and security of the namespace and quality of service delivery.

A transition to a successor contractor is not a trivial task. A successor contractor must also develop an extensive plan to transfer and accommodate all components of operating the usTLD. Any transition plan must, at a minimum, address the following:

- EPP;
- DNS;
- WHOIS;
- DNSSEC;
- Escrow;
- Kids.us;
- Delegated Managers and the locality-based space;
- Policies for locality space, kids.us, and second-level domains;
- usTLD Stakeholder Council;
- Registrar Accreditation processes;
- Registrar and Delegated Manager testing periods;
- Registrar provisioning;
- Billing account setup;
- Data migration scripts;
- Reporting; and
- Registrar toolkit development and distribution.

Anything less than flawless execution in any of these areas could cause data corruption, service disruption or policy violation, or some combination of all three.

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16   Management Plan

Neustar's corporate culture has the necessary hallmarks to safeguard the company's reputation for delivering an excellent quality of service to the DOC, Registrar businesses and all Internet users through best-in-class Registry operations. The result of our culture and work attitude can be observed through our performance record over 17 years of delivering security, stability and integrity to the usTLD namespace, without any major incidents, for the benefit of all.

Throughout the contract term, Neustar has demonstrated an exceptional understanding of the unique operational and management needs of the usTLD, and has consistently met or exceeded all contract requirements and service level measures.

Neustar's Provides Best Value for the usTLD

Neustar's usTLD Team includes a dedicated policy staff, operations team and customer support, as well as access to further relevant resources including:

- Domain name industry specialists including roles such as:

  - Domain name security and abuse analysts;

  - Industry relations;

  - Marketing and brand development;

  - Registry and DNS engineering;

- Data Scientists; and

- Cyber security specialists.

Executive level oversight and a demonstrated commitment to excellence throughout contract term ensures resources are provided as required through responsive resource management.

A culture of innovation begins with the right team. Our proven, highly experienced team in place today understand the complexities of the usTLD; no other provider can offer the same level of domain name industry and usTLD-specific expertise as Neustar.

The usTLD is a core Neustar commitment and the Executive Oversight team ensures sufficient resources are always available to support this effort. Uniquely experienced staff with a thorough understanding of usTLD operations ensure there is no risk of service interruption or degradation of service resulting from inexperience.

Industry Leading Experts and Resources

At Neustar we are proud of the people that we attract and the culture we have developed. Our staff is highly regarded within the domain name industry, both within the United States and abroad, and we encourage our team to challenge mediocrity and to stand up and deliver on our commitments.

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The team of leaders that will be deployed on behalf of the usTLD includes, among other things:

- A current Vice Chair of ICANN's GNSO Council, who will assume the Chairmanship of the Registries Stakeholder Group at the end of her permitted term on the GNSO;

- A 20+ year veteran of the ICANN process who has provided leadership as a member of the GAC, a ccNSO Councilor, and on the ICANN Board;

- A Chair of ICANN's GeoTLD Group;

- A Board Member of the Brand Registry Group;

- A leader of the Conficker Working Group and MAAWG Award winner;

- A member of the Executive Committee of the Internet Governance Forum Support Association.

Members of the Neustar team also sit on ICANN's Security and Stability Advisory Committee (SSAC), the At-Large Advisory Committee (ALAC) and over 20 other Internet governance and security groups around the world, and will bring this expertise to the usTLD.

With over 20 years of operating in the United States and 17 years operating the usTLD, Neustar also has in place all the required policies, standards, infrastructure and resources to deliver the high service levels on which the usTLD relies.

Enhancements for the Future Management of the usTLD

16.1   State of the usTLD

In the paragraphs that follow, our intention is to provide a clear, concise and accurate overview of Neustar's understanding of the current state of the usTLD.

The structure of the usTLD is unlike any other. In addition to the traditional second-level registration namespace, there is also a deeply hierarchical legacy locality-based namespace and a third level kids.us namespace.

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Neustar places great emphasis on the promotion and increased awareness of the usTLD in the second-level space while nurturing the locality-based namespace and maintaining our commitment to ensuring the highest of service levels. Registrants in both the second-level namespace and the locality-based space are the beneficiaries of this promotion and increased awareness that ultimately creates a safe – yet vibrant – environment to grow their businesses, connect with their communities, and express themselves online.

The kids.us namespace was suspended by the DOC/NTIA in 2012 and is no longer used as a commercial namespace available to end users. We routinely evaluate the viability of the kids.us space, though among other things, panels of online child safety and digital literacy experts, and propose to take a fresh look, along with the usTLD Stakeholder Council, to consider whether and to what extent to rejuvenate this namespace in 2019.

For further details regarding this proposal, please see Section 9.1.2 – 'Current Proposal to Rejuvenate the kids.us Namespace'.

16.1.1 The Second-Level Namespace

16.1.1.1 Growth

Neustar has been the Administrator of the usTLD since 2001. Since that time, we have grown the second-level namespace to over 2 million domain names under management. The growth of the usTLD over the contract term has been achieved safely and responsibly, with the long-term health and sustainability of the namespace in mind.

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Of all the 1,500 available TLDs now (both gTLDs and ccTLDs), the usTLD is currently the 24th largest, according to Domain Tools, with approximately 2,086,763 domain names under management as of October 31, 2018. The usTLD is currently the 17th largest ccTLD.

Whenever the size and scale of the usTLD is considered in comparison to other TLDs, it is important to consider the history of the namespace. While in many countries, the ccTLD is considered to be the preferred domain option before .com, this is generally not the case in the United States. The usTLD continues to overcome a perception of being a secondary domain option due to the fact that the .com TLD was commercially available and very deeply entrenched in the local market for nearly two decades prior to the launch of second-level .us domain names. The second level usTLD launched in 2002, while .com, .net and .org launched in 1985 and became well-known domain name options during the ".com boom" of the mid-1990's.

16.1.1.2 New Registrations

Over the course of the last contract term, we have seen significant growth in the average number of new creates month over month. In 2014, average monthly new creates were approximately 38,655. As of November 20, 2018, average monthly new creates are approximately 54,100, representing a 40% growth rate during the contract term.

A review of recent registration data suggests that more multi-year registrations are being registered in the usTLD, with the trend, albeit slow, moving away from single year registrations.

Term	2016	2017	2018
1	93.12%	90.53%	89.19%
2	4.59%	6.73%	7.87%
3	0.83%	0.80%	0.85%
4	0.02%	0.02%	0.05%
5	1.26%	1.69%	1.81%
6	0.00%	0.01%	0.01%
7	0.00%	0.00%	0.00%
8	0.00%	0.00%	0.00%
9	0.00%	0.00%	0.00%
10	0.17%	0.22%	0.23%

16.1.1.3 Number of Registrants

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Today, 96.81% of the individuals, organizations and businesses that register domain names in the usTLD register between one and five .us domain names. Only 3% of registrants have more than five domain names, which is an indicator that the usTLD is generally free of speculators and those who would warehouse domains for otherwise nefarious purposes.

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16.1.1.4 Renewals

At the start of the contract period, the average blended renewal rate of the usTLD was 64%. Currently the blended renewal rate is almost 55%, which is around 9% lower. While the blended renewal percentage rate has dropped, the overall number of domain names under management has increased significantly. Ultimately, the namespace is healthier because there are overall significantly more domain units being registered and renewed. It is this overall increase in the total number of registered domains that has helped Neustar to achieve our strategic growth objectives for the usTLD for the contract term.

It should be noted that the recent drop in our blended renewal rate is the result of a special promotion we tested with certain Registrars in Q4 of 2016, in an effort to maximize distribution and growth. The drop in the renewal rate has only impacted first time renewals during the promotional renewal periods. Second time renewals have a robust renewal rate of 68% and third time renewals have a renewal rate of over 71%.

The more times a domain name is renewed is an indicator of long-term value to registrants. As a result of the Q4 2016 promotion, the usTLD enjoyed phenomenal growth; however, the subsequent drop of domain names in the following years provided valuable data. Neustar has tested certain elasticity bands for current and future pricing promotions to balance both growth and renewals to create more sustainable and desirable programs.

16.1.1.5 Regional Overview

The majority of usTLD registrations – approximately 1.6 million – come from inside the United States. However, registrations also come from individuals and businesses from other countries who have a bona fide presence in the United States, such as Indonesia, Vietnam, Canada and India.

16.1.1.6 Usage Data

An analysis on usage of .us domain names reveals an engaged community of registrants. Looking at the number of pages indexed on Google, compared with the number of domain names under management, the usTLD demonstrates a penetration rate of 160, which is higher than .org and .info TLDs, yet lower than the .com TLD.

This number highlights a relatively strong presence of developed websites with multiple pages in the usTLD. A comparison with other legacy TLDs shows an average penetration rate of 154.

TLD	Page Results	Domain Names Under Management	Penetration Rate
.com	25,270,000,000	136,100,000	185.67
.us	334,000,000	2,087,000	160.03
.org	1,440,000,000	10,300,000	139.81
.info	654,000,000	4,900,000	133.47

Note: "Page Results" from Google look-up of "site:.TLD" ratio of pages to total domain names under management.

Alexa Top 1 Million

The quality of websites being built on the usTLD is further showcased by the number of sites ranking in the Alexa Top 1 Million database. While the Alexa rankings change every day, as of November 12, 2018, the usTLD had 3,633 domain names appearing in the Alexa Top 1 million websites list, all of which are ranked within the Top 100,000 websites.

At the very top of the usTLD list, with a global rank of 256, is the global video conference powerhouse, Zoom.us. More than a .us domain registrant, Zoom.us is also an enthusiastic ambassador, featured in our video mini-documentary series, "The Story of .US." We encourage the DOC/NTIA to view the Zoom.us video here: www.about.us/whos-on-us/zoom-us. You can learn more about our video mini-documentary series in Section 4.7 'Promotion of the usTLD'.

> *"We chose the .us because it really encompassed a collaboration environment. Collaboration is designed to bring people together and that's what we felt .us really embodied."*
>
> **Heather Swan, Strategic Alliances Manager and Chief Happiness Officer for Zoom Video**

It is worthy of note that 1,217 listings of the top websites are usTLD Locality-based domain names, per the Alexa rankings, garnering significant web traffic and showcasing the value and ongoing sustainability of the usTLD Locality space.

Some of the top locality spaces are:

- Gwinnett County Public Schools, Gwinnett, Georgia – gwinnett.k12.ga.us
- Beaverton School District, Beaverton, Oregon – beaverton.k12.or.us
- Newton Public Schools, Newton, Massachusetts – newton.k12.ma.us
- Greenville County Schools, Greenville, South Carolina – greenville.k12.sc.us

It should also be noted that many of the usTLD Locality state domain name zones are also highly ranked in the Alexa rankings. Each of these domain name spaces have multiple registrants and domain names serving local and city agencies, in addition to schools and libraries.

- state.tx.us
- state.nj.us
- state.ma.us
- state.ny.us

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	Alexa Rank	URL	TLD/Level
1	256	zoom.us	us
2	802	film2movie.us	us
3	2,230	disq.us	us
4	2,506	donmai.us	us
5	2,836	samplicio.us	us
6	3,002	band.us	us
7	4,456	state.tx.us	tx.us
8	5,421	worldsubtitle.us	us
9	5,656	xiumi.us	us
10	7,045	bertina.us	us

16.1.1.7 usTLD Nexus Review

The usTLD namespace is unique in that it requests additional registration data ("Nexus" data) for each registrant of every domain name registration. There are three main categories of Nexus data:

1   Individuals ("C1").

2   United Sates Businesses ("C2").

3   Foreign businesses showing a bona fide interest in the United Sates ("C3").

62% of registrants of the usTLD are individuals (C1); 29% of registrants are businesses; and less than 10% of registrants are foreign businesses with a bona fide interest in the usTLD. Each year, as part of our contractual commitments to the DOC/NTIA, Neustar conducts an analysis to check on the accuracy of Nexus data. According to our most recent review and analysis, which took place in July of 2018, we have a data accuracy rate that is close to 99%.

16.1.1.8 Secondary Domain Market

It is beneficial to review the value of the usTLD in the secondary market. The secondary market refers to private market transactions where domain names that have already been registered at least once are bought, sold and traded by registrants. While Neustar, as the usTLD Administrator, does not directly participate in the secondary domain market, the data derived from aftermarket domain name sales over time is an important indicator of the value that the marketplace ascribes to the usTLD.

As the market for domain names has grown, it has become increasingly clear that not all domain names are of equal value. Just as with real estate, stocks, or any other asset class – domain names can and do have different levels of value. A "premium domain name" is one that is priced with a higher than standard retail price to reflect its relative high value in the marketplace. Names that trade on the secondary market are often considered to be "premium," as they command a commercial value that is typically higher than standard registration fee. Typically the shorter, the more keyword specific, and/or the more brandable the domain name – the higher the value it will garner,

In this summary of the secondary domain market for the usTLD, we rely on an analysis of publicly available data. Please bear in mind that since a high percentage of aftermarket domain sales are not reported publicly, it is impossible to get a completely clear picture of the status of the secondary domain market. The data provided herein is courtesy of NameBio.com.

Over the past few years, both the number and the value of publicly reported secondary market domain name sales have been declining industry-wide, across both legacy TLDs and ccTLDs. Not surprisingly, the decline corresponds with the timing of the launch of hundreds of new domain options for consumers to choose from, as a result of ICANN's new gTLD program. The volume and values of secondary market usTLD sales over the past few years follows the same downward market trend.

Legacy + ccTLD Combined Premium Sales Totals

$110,000,000	
$105,000,000	$107,295,400
$100,000,000	$106,238,500
$95,000,000	
$90,000,000	$91,592,900
$85,000,000	
$80,000,000	
	2016 2017 2018

Value Of Publicy Reported usTLD Premium Sales

$250,000	$229,448
$200,000	
$150,000	$119,163
$100,000	$86,458
$50,000	
$-	
	2016 2017 2018
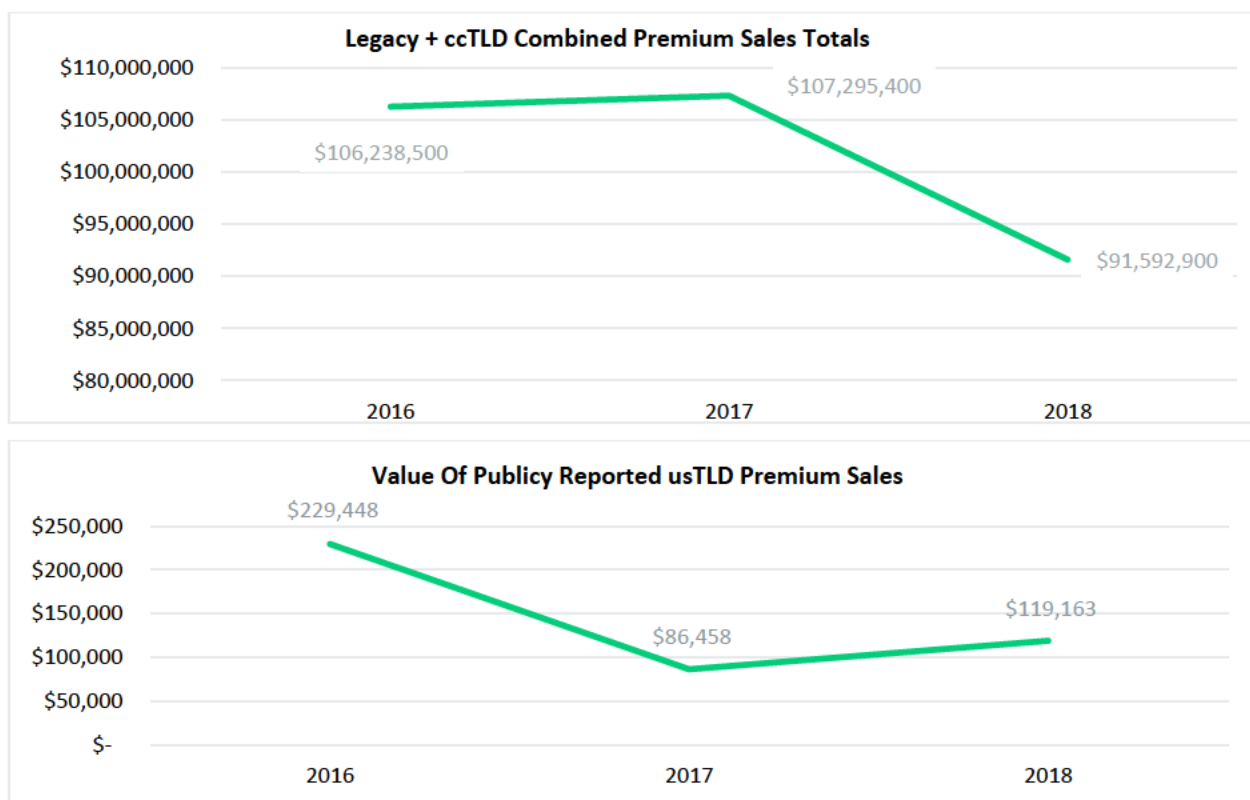
According to NameBio.com, there have been 2,183 publicly reported premium domain name sales in the secondary market, generating a total revenue of $3.4 million, with an average sales price of $1,558. By way of comparison, the average sales price of leading TLDs are listed below:

- .us – $1,558
- .org – $1,332
- .biz – $1,362
- .info – $1,529
- .net – $1,751
- .com – $2,687

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The $1,588 average sales price is a good indicator that the public domain market perceives the usTLD to be one of the highest value domain options. The highest priced publicly reported premium domain sale in the usTLD namespace was norm.us, which traded in 2015, for $150,000.

When we look at the past 5 years of publicly reported premium sales in ccTLDs, the usTLD ranked fourth for the total number of premium domain names sold; and holds the fifth spot for the highest domain sale at $150,000. These strong results are even more noteworthy when you consider the fact that the usTLD did not become commercially available until 2002, nearly two decades after the commercial launch and of the .com, .net and .org TLDs.

16.1.1.9 usTLD Top Registrar Review

An overview of the usTLD would not be complete without a thorough review of the main sales channel to distribute domain names, usTLD Registrars. There are currently 223 Registrars accredited to offer domain names at the second-level in the usTLD. ███████████████

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16.1.1.10 Internet Safety and Threat Mitigation

Neustar has designed and operates the industry's leading anti-abuse threat mitigation service, the Registry Threat Mitigation Service (RTMS). RTMS proactively scans and receives feeds from trusted industry anti-abuse organizations to keep malicious actors out of the usTLD namespace. It identifies bad actors, facilitates investigations and allows Neustar to proactively take action against abusive activity, such as phishing, malware and botnets.

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16.1.2 The usTLD Locality-Based Namespace

Registrations in the locality space reflect the political geography of the United States based on two-letter state abbreviations and divided further into localities, including cities, counties, parishes, townships, or local names (e .g. alexandria.va.us). In addition to geographical locality names, the usTLD locality space also includes certain affinity names, for example, STATE, FED, K12, LIB, and NSN (Native Sovereign Nation). Locality and affinity names collectively compose the "locality" space. Individuals, organizations, and state and local governments received delegations to provide registry and registration services in the locality space. The usTLD Locality space contains the longest term registrants within the usTLD.

The usTLD Locality space is monitored by Neustar to ensure adherence to policies and procedures including Nexus and Acceptable Use policies. We currently have 12,135 total usTLD Locality names, as of October 31, 2018. Of those, Neustar manages 9,754 as the Delegated Manager, and the remaining 2,381 are managed by external Delegated Manager Agreements. Neustar is in the process of contacting the current 375 Delegated Managers and reviewing the entire Locality space per contractual obligations to monitor the full zone file for accuracy.

usTLD Locality Registration by Level

The province of Virginia (VA.US) holds the largest number of usTLD Locality domain names with 43% of all registrations within the locality-based structure, followed by California (CA.US) with 9% of all locality-based registrations.

Level	Domain Names
Third Level	7,268
Fourth Level	4,737
Fifth Level	130
Total	12,135

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16.1.3 In Closing

Throughout the course of the contract, Neustar has demonstrated a deep understanding of the state of the usTLD namespace. For the next contract term, Neustar commits to sustaining and enhancing the reliable, scalable, secure, and neutrally-administered service for the usTLD on which the United States Internet community relies.

16.2 Management and Infrastructure

Neustar has always had the security and stability of, and service to, the usTLD at the forefront of its Registry and DNS operations, and will continue to do so in the coming term. Neustar has, since its inception been headquartered in Sterling, Virginia with offices throughout the United States. Neustar has all the required infrastructure, resources, employees and human capital in place to immediately deliver on the Contract with zero downtime or impact to the usTLD and its stakeholders. Neustar boasts a proven team comprised of highly skilled individuals with unparalleled experience managing the unique complexities of the usTLD space, able to continue to deliver exceptional service in managing the usTLD.

As the provider of Registry services to the usTLD since 2001, Neustar has a wealth of experience attracting and retaining the required human resources to design, build, operate and support Registry systems to the highest levels. The unparalleled expertise of our usTLD Team will ensure continued responsible and successful administration of the usTLD.

Neustar's staffing plan reflects the company's hands-on experience with usTLD management over the last decade, and an unmatched understanding of the solicitation requirements. This has enabled us to identify the best possible team to deliver the enhanced services and system and services described in the proposal, on time and with the least possible risk.

Neustar's staff provides the best of what the industry has to offer – an experienced, core staff deeply steeped in both the technical and policy aspects of usTLD management, augmented by a product team that comes to the table with a wealth of creative experience marketing a broad array of online products and services

As described through our response the usTLD Registry service is operated from data centers located in the United States, our highly experienced team that are the key contacts for the DOC/NTIA are located in the United States, services are monitored from our Network Operations and Security Operations Centers located in the United States, Customer Support and all supporting services such as Human Resources, Legal and Finance are all in place and delivered from the United States.

With over 20 years of operating in the United States and 17 years operating the usTLD Neustar also has in place all the required policies, procedures and standards to deliver the levels of security, stability and service that the usTLD and its stakeholders have come to expect.

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16.3   usTLD Team

Key Neustar personnel for the usTLD are listed in Section 16.5 – 'Key Personnel', and are responsible for the continued stable administration and operation of the usTLD as well as the design, development, deployment, maintenance, and continuous enhancement of the technology, policies, procedures, and authorities that combine to make up the usTLD system today.

Neustar's headquarters and primary operations are based in the United States. The physical addresses of our offices are provided in Section 3.2 – 'Location of Primary Operations'.

The usTLD Operational Team, which totals 99 employees, reports to the Vice President of Registry Services who reports to Neustar's Executive Oversight team, see Figure 45 below. The

usTLD Operational Team is in turn supported by the Security team of over 260 employees, and Neustar's broader resources.
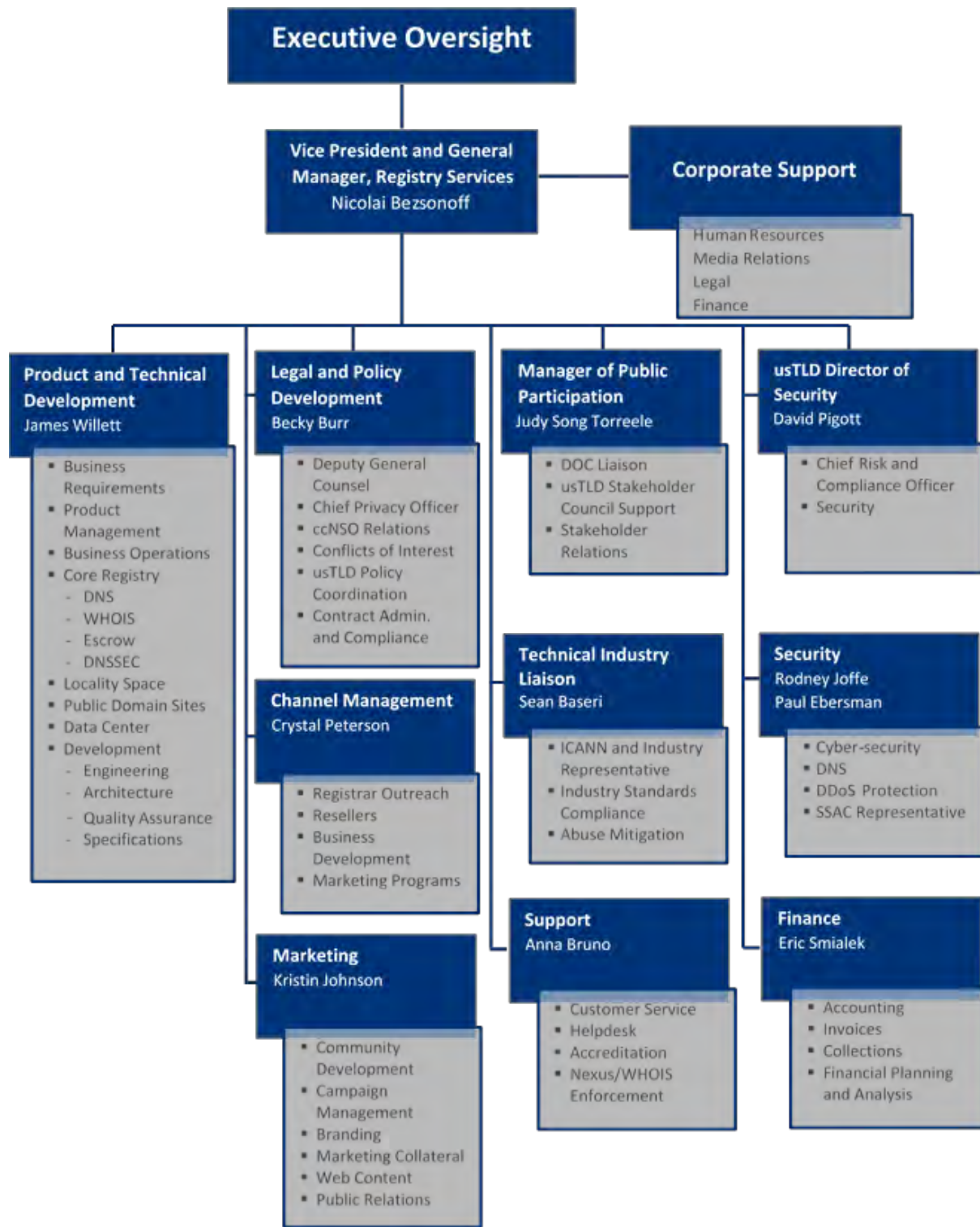
Figure 45 – Neustar usTLD Team Structure

Successful operation of a TLD Registry, particularly one with highly developed and Registry-specific policies and requirements, requires an operations team possessing a range of highly specialized Registry, DNS engineering, cyber and information security, public policy, marketing, and legal experience. The team must understand the current environment in which the usTLD operates as well as understand and possess the skill sets needed to respond proactively to emerging technology, security threats, public policy concerns, and other issues that affect its operation.

Neustar's usTLD team has existing working relationships with the full range of usTLD stakeholders, including Registrars, resellers, Delegated Managers, domain registrants, rights owners, government agencies, and others. The team possesses a detailed and comprehensive working knowledge of the complex policies and requirements that govern the usTLD specifically, and the top-level domain name space in general. The team includes experienced, highly qualified, proven individuals skilled in usTLD policy development and administration, usTLD Registry operation, database development and administration, data center operation, customer service, and managing a wide variety of multistakeholder processes.

16.3.1 Stakeholder Relations

Neustar staff provide liaison services to the DOC, usTLD accredited Registrars and prospective Registrars, and usTLD stakeholders including the usTLD Stakeholder Council. Neustar has developed strong relationships with our channel, and these relationships have been central to supporting a mature domain name industry.

Neustar seeks to form collaborative relationships with stakeholders, aimed at aligning activities and integrating marketing, communications, analytical and security programs to meet the expectations of Registrars, usTLD stakeholders and the broader Internet community. By sharing our plans and undertaking consultations, we ensure a balanced, measured and data-driven approach towards education, brand awareness and growth.

The usTLD Team includes stakeholder relations staff such as:

- A DOC/NTIA Liaison;
- The usTLD Stakeholder Council Manager of Public Participation;
- Channel Director;
- Financial Analyst.

DOC/NTIA Liaison

The DOC/NTIA Liaison is responsible for the relationship with the NTIA. They are the first point of contact for all communication regarding the usTLD contract.

Manager of Public Participation

As part of our creation of the usTLD Stakeholder Council, Neustar appointed a Manager of Public Participation and Secretariat to support the work of the Council. The Manager of Public Participation assists in managing usTLD stakeholder consultations and policy development.

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Channel Director

Client Services Specialists are responsible for account management duties to accredited Registrars and Delegated Managers. They are the first point of escalation for any issue clients face that Support cannot address. They are responsible for the effective management of key client and stakeholder relations – fostering robust, productive and profitable working relationships which advance the mutual interests of Neustar and our clients.

The Channel Director is accountable for meeting defined financial targets to ensure the success of a number of Registry products. They define the marketing plan and product roadmap, price, and position in the market; they conduct market analyses and drive marketing efforts.

Financial Analyst

Financial Analysts provide reporting and analytic expertise and services across Neustar operations, integrating forecasting and reporting with a focus on domain name sales and performance. They create, maintain, support and produce periodic reporting and data files, supporting business processes at all levels for both internal and external stakeholders.

16.3.1.1 Security, Risk and Stability Council

To further support collaborative efforts during the upcoming contract term, Neustar is proposing to form a Security, Risk and Stability Council comprising Neustar industry experts and DOC/NTIA staff to facilitate the following activities:

- Global information and knowledge sharing across the usTLD network;
- Identify risks impacting the industry, specifically focused on Registry services;
- Determine best practice for usTLD operations; and
- Formulate products and services that support activities.

Neustar will work with the DOC/NTIA to propose a suitable composition of Council members, which will include Neustar technical, operations and security experts, as well as relevant DOC/NTIA personnel and other stakeholders as necessary.

The Security, Risk and Stability Council will meet once a year in a face-to-face meeting held at Neustar's headquarters in Sterling, Virginia, at the expense of Neustar. There will be the opportunity for telephonic follow up meetings as required.

The Security, Risk and Stability Council /DOC/NTIA Liaison will write a yearly report that details meetings and follow up activities. This report will be made available to the DOC/NTIA and the Neustar Executive Oversight team.

16.3.2 Product Development

The usTLD team supports the maintenance of Registry software and the development of new features and innovations. The team is responsible for:

- Enterprise architecture – designing Registry technical strategy, combining technical and management skills with an understanding of the importance that technology

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and technology teams play in delivering business value. The Enterprise Architect defines Registry strategies, including policies, standards, principles and roadmaps across large portfolios, and presents solutions to customer stakeholders that focus on delivering value and solving technical requirements.

- Product management – understanding, gathering, and collating of functional and non-functional product requirements and communicating these requirements to the Developers and Analysts.

- Technical development – Developers are responsible for writing and maintaining the Registry software. They maintain skills in two or more programming languages and contribute to the team with years of development experience.

- Quality assurance – designing, developing, and executing quality assurance and control processes, test strategies, test plans and test cases that verify a software's conformance to defined acceptance criteria (i.e. system behaviors) and feature design documents, as well as application standards.

16.3.3 Legal and Policy Team

The usTLD Legal and Policy team is responsible for the ensuring of the provision of Registry services in compliance with legal, policy and contractual requirements and provides policy, abuse and compliance functions for the usTLD. The team comprises employees that have assisted in the development of policy for several ccTLD and gTLD namespaces, with unrivalled experience in the unique and complex usTLD policy environment.

Neustar staff are industry leaders, maintaining expert knowledge of the domain name industry and participating in the planning of Internet policy development and processes, including technical Registry operations, domain name policies, abuse prevention and rights protection.

16.3.4 Marketing

The usTLD team provides strategic marketing, communications, and media relations services that support the role Neustar plays as an industry thought leader and innovative provider of Registry services and products.

As described further in Section 4.7 – 'Promotion of the usTLD', Neustar undertakes a range of usTLD marketing initiatives – our marketing staff is responsible for the development of strategic marketing plans and for creating and implementing tactical marketing plans in support of these strategic plans, working closely with both internal and external stakeholders to develop and execute initiatives including integrated marketing campaigns, event sponsorships, and advertising plans – ensuring that all activities are delivered on time, within budget and are of exceptional quality. They work closely with data analysts and the Channel Director to provide usTLD accredited Registrars with additional support and guidance with their respective marketing programs, by delivering data reports, conducting trend research and delivering attribution analysis on campaigns. They adopt a data-driven approach to marketing investments to maximize return for Registrars.

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16.3.5 IT Team

The IT team includes technical operations and security, customer support, and production support; they are responsible for the design, deployment and ongoing maintenance and security of the Registry infrastructure, including capacity planning. This team ensures the Registry services are available, performing at the appropriate level, and operating correctly.

The team includes:

- Systems Administrators – responsible for all UNIX systems that host applications developed by Neustar or a third party. Systems Administrators hold a minimum certification of Red Hat Certified Engineer (RHCE). Systems Administrators also have specific responsibilities when it comes to cyber security, including investigating and mitigating security incidents.

- Database Administrators – responsible for all database servers, used by Neustar to deliver Registry services. They interact with Development teams to ensure that database designs can stand to circumstances that eventuate in production environments. They participate in project work to contribute their operational experience. The Database Administrators are Oracle Certified Professionals (OCP) and may also hold RHCE status.

- Network Administrators – responsible for all network equipment operations and setup. They contribute their knowledge of operations to relevant projects. Network Administrators hold relevant networking qualifications including: Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Cisco Certified Design Associate (CCDA), Cisco Certified Design Professional (CCDP) and F5 Product Consultant (LTM) certifications, as well as RHCE. Network Administrators also have specific responsibilities when it comes to cyber security, including investigating and mitigating security incidents.

- Information Security Officers – responsible for assisting in the management of systems and security related processes at Neustar. The Information Security Officers:

  - Track all information security related risks and their various controls;

  - Maintain the documentation of the ISMS, including all policies, risk matrices, major processes and various necessary reports;

  - Conduct internal audits, identifying and applying remediation items; and

  - Execute compliance activities for ISO 27001:2013 certification maintenance, and activities for other required standards items (PSPF/ASD ISM).

- Information Security Officers also work with the administrators to detect, investigate and mitigate information security incidents.

- Service Desk Manager – responsible for maintaining high quality, consistent technical Customer Support, ensuring that these Support services meet (or exceed)

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their internally and externally prescribed Service Level Agreements (SLAs) and Operational Level Agreements (OLAs). The Service Desk Manager is responsible for implementing and maintaining best practice (ITIL) processes, to ensure high customer satisfaction and good technical outcomes.

- Customer Support Representatives – the first point of call for external parties. Customer Support Representatives engage in basic troubleshooting and problem analysis, and may hold RedHat certified technician qualifications.

Registry Specialists – respond to trouble tickets which cannot be resolved by Customer Support Representatives. They interact with the Development and Product teams to maintain knowledge regarding the design and operation of Registry systems. Registry specialists may hold RedHat certified technician qualifications, and may include a Risk Management Specialist.

16.3.6 Executive Oversight Team

The Executive Oversight team is responsible for the development and execution of business and technology strategy. Neustar's Executive team is composed of senior-level staff with vast experience covering Internet and telecommunications expertise, operations, systems development and deployment, financial planning, communications, and resource management. This group will provide the requisite direction and resources to ensure that the usTLD program objectives continue to be met.

The team consists of the:

- President and Chief Executive Officer;
- Senior Vice President and Chief Financial Officer;
- Senior Vice President and General Counsel;
- Senior Vice President, Chief Data and Analytics Officer;
- Senior Vice President, Engineering and Operations;
- Senior Vice President, Analytics Solutions;
- Senior Vice President and Chief Sales and Marketing Officer;
- Senior Vice President, Human Resources;
- Senior Vice President and Senior Technologist; and
- Vice President, Research and Development.

Charles E. Gottdiener – President and Chief Executive Officer

Mr. Gottdiener was appointed Neustar President & Chief Executive Officer of Neustar in July 2018 to drive the growth of the company's global leadership in Information Services. Mr. Gottdiener has a 30-year track record of leading information services and technology companies, driving innovation in client solutions, increasing revenue and profitability and scaling operations.

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Prior to joining Neustar, he was Chief Operating Officer (COO) and a Managing Director at Providence Equity Partners. As COO, Mr. Gottdiener led the firm's portfolio operations, business development, human resources and other administrative functions. He also served as an interim CEO or Board member of several Providence portfolio companies including Blackboard, SRA International, Altegrity, Survey Sampling, VRAD and Ascend Learning.

Previously he spent seven years at Dun & Bradstreet where he served in a number of strategy and operating leadership roles including as President of the global risk, analytics and Internet solutions business. Prior to Dun & Bradstreet, Mr. Gottdiener held several leadership positions in consulting with Boston Consulting Group, CSC Index, Ernst & Young Consulting and Cap Gemini Ernst & Young.

Mr. Gottdiener received a Master of Business Administration from the Wharton School of the University of Pennsylvania and a Bachelor of Arts from Grinnell College. He is a trustee of Grinnell College.

Carolyn Ullerick – Senior Vice President and Chief Financial Officer

As CFO, Ms. Ullerick oversees Neustar's worldwide finance organization that includes treasury, accounting, financial planning and analysis and real estate management. She is a seasoned professional with more than 30 years of experience managing financial operations for information services and consumer packaged goods companies.

Ms. Ullerick joins Neustar from Strategic Insight, a New York based global asset management company. Prior to that, she was the global CFO of LexisNexis Group, a division of Reed Elsevier. She guided LexisNexis through its transformation from an offline provider of legal information to a global leader in full workflow solutions to the legal industry. Her impressive track record includes a role as CFO at Frito-Lay (a PepsiCo company) — one of the world's most admired consumer goods companies.

Kevin Hughes – Senior Vice President and General Counsel

Mr. Hughes is Neustar's principal legal officer and is responsible for the company's legal function. He provides strategic advice to the management team, focusing on key legal issues and business strategies and initiatives. He also serves as the Neustar's corporate secretary supporting the company's board of directors.

Mr. Hughes joined Neustar in December 2013 as a Senior Counsel and was subsequently promoted to Deputy General Counsel in 2015. Prior to joining Neustar, he was in private practice where he regularly counseled clients regarding mergers and acquisitions, financing transactions, corporate governance, public company reporting, regulatory compliance, executive compensation, employment law and dispute resolution and litigation.

Venkat Achanta – Senior Vice President, Chief Data and Analytics Officer

Mr. Achanta is Senior Vice President, Chief Data and Analytics Officer at Neustar. He is responsible for expanding Neustar's authoritative identity and attribution platform to find innovative ways to create connected customer experiences across people, places and things.

Prior to Neustar, Mr. Achanta was Chief Data Officer and Head of the Data and Analytics group at Walmart, where he was responsible for all data and analytics delivery platforms across the company. He has more than 20 years of experience in data science, analytics and enterprise information management. While at Walmart, he spearheaded the data fabric, advanced analytics platforms and decision services groups globally. Prior to Walmart, he was Global Head of Analytics and Big Data at AIG. Mr. Achanta has held senior leadership positions with various companies that are noted in the industry for their data and analytics capabilities, including Capital One, where he was Vice President, Enterprise Data Services and Experian, where he was Vice President, Global Product Development and Delivery.

Mr. Achanta holds a Bachelor of Science in Computer Science and Engineering from Andhra University in India and a Masters of Business Administration (MBA) from UCLA.

Peter Burke – Senior Vice President, Engineering and Operations

As Senior Vice President of Engineering and Operations, Peter Burke leads engineering, IT, security, technical operations, and architecture. He is responsible for alignment of Neustar services and infrastructure to the needs of the business and the marketplace.

As a visionary technologist, Mr. Burke is known for translating complex technologies into meaningful business opportunities. He joins Neustar from ARRIS where he was the Senior Vice President and General Manager of ARRIS Video Systems, serving the world's largest telecommunications and cable operators.

Previously, he was the Vice President of Product Management at Motorola Mobility, where he led the development of products for the digital video market. Mr. Burke has also held executive management positions at InQuira (acquired by Oracle), Convergys, and Ceon (acquired by Convergys).

Ted Prince – Senior Vice President, Analytics Solutions

Edward M. Prince, Jr. is Neustar's Senior Vice President, Analytics Solutions. In this role, he oversees the development and management of complete, cloud-based workflow solutions to enable clients to more effectively market their brands. These services include Neustar's Measurement and Attribution, Customer Intelligence, Activation and Compliance, Risk and Fraud. Mr. Prince also oversaw the Corporate Development Group that has driven eight acquisitions over the last five years transferring Neustar to an Information Services company. Prior to joining Neustar, Mr. Prince was the Chief Operating Officer, Global Media, at National Geographic, and President, National Geographic Ventures — the for-profit arm of National Geographic where he worked from 2003-2012. Mr. Prince also served as Senior Vice President, Strategy and Business Development at AOL Broadband from 2002-2003, and Senior Vice President, Business Development for AOL from 1999-2002.

Shawn Donovan – Senior Vice President and Chief Sales and Marketing Officer

Shawn is responsible for all Sales and Marketing. He has an extensive background in marketing solutions as well as in risk and compliance. Prior to Neustar, Shawn was Chief Sales Officer at

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Fiserv, a provider of financial services technology. His long and distinguished career also includes executive posts at Acxiom Corporation and Electronic Data Systems.

Shawn's efforts at Fiserv led to record sales results in four of his five years there. He has sold across multiple product lines and industry verticals, re-engineered major revenue generating organizations and has a track record of leading high performing teams.

Carey Pellock – Senior Vice President, Human Resources

Ms. Pellock serves as interim Senior Vice President of Human Resources (HR). In this capacity, she oversees all global HR strategies that focus on talent management and acquisition, organizational design and effectiveness, compensation and benefits, and change management.

Ms. Pellock has more than 20 years of demonstrated expertise in leading high performance HR teams by advancing employee engagement, people development, retention strategies and recruitment programs designed to grow the business and enable it to deliver on its commitments. She has been with Neustar since 2012. Prior to Neustar, she served in progressively responsible HR roles at Sallie Mae, a publicly traded financial services company.

Ms. Pellock received a Master of Business Administration in HR Management and a Bachelor of Science from Strayer University.

Rodney Joffe – Senior Vice President and Chief Technologist

Rodney Joffe, Neustar Technology Fellow, has been a sought-after cybersecurity expert who, among other notable accomplishments, leads the Conficker Working Group to protect the world from the Conficker worm. Providing guidance and knowledge to organizations from the United States government to the Internet Corporation of Assigned Names and Numbers (ICANN), Rodney is a pioneer in the domain name system (DNS) and cybersecurity markets and was the founder of UltraDNS, the largest authoritative DNS service provider. He has been awarded the MAAWG Award for his lifetime achievements in protecting the Internet and its end-users in addition to the FBI's director's award for outstanding cyber-investigations. Rodney was most recently presented with the Contribution to Cyber Security Award at the 2018 Computing Security Awards in London.

Rodney is recognized as an early Internet e-commerce visionary and developer of Internet business solutions and infrastructure applications. He registered his first patent in the computing field in 1974, for computer envelopes. With a career built on the innovative application of new and leading-edge technologies, Rodney is a solution developer, multiple patent holder and visionary entrepreneur.

16.4   Ability to Recruit Staff and Retain Employees for the usTLD

Neustar is committed to retaining as many of our resources as possible in our talent pool, and we have mechanisms in place to encourage this. It is important to remember that any strategy that relies on retaining staff as the primary mechanism of mitigating risk, and ensuring continuity, is flawed. At a very minimum, it is important that staff have adequate opportunity to

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go on leave or, should circumstances dictate, be replaced should they be unable to work, which would not be possible if there was singular reliance on them.

Our primary method of protecting against the loss of a critical resource is to eliminate as many singular critical resources as possible, by:

- Employing multiple highly skilled people in each critical role (even if the workload only requires a single person);

- Having a succession plan for senior roles, where a candidate is already identified as a 'second in charge' and actively being trained to take over the position, including functioning in the senior role (e.g. when the senior employee is on leave); and

- Cross-skilling resources so that employees have a good understanding, not only of their own role but, of the roles of their peers.

With all the above said, of course it is ideal to retain skilled staff for as long as possible, i.e. for as long as they are motivated to positively contribute to the organization. To that end, Neustar employs the following techniques:

- Work culture:

  □ Share the vision;

  □ Help employees have buy into the vision;

  □ Employees have a sense of ownership of their work; and

  □ Work environment is surrounded with high caliber people.

- Work-life balance:

  □ Not having singular reliance allows staff to take time off, and to have confidence that operations will continue in their absence.

- Training:

  □ Staff are afforded time to undertake paid training courses relevant to their role, and managers have Key Performance Indicators (KPIs) based on staff that attend training; and

  □ Internal cross-skilling is not just encouraged, but required.

- Compensation reviews; and

- Career planning and career progression.

16.4.1 Training and Development

Neustar understands that domain names, Registry systems, DNS and the domain name industry, in general, are a constantly evolving subject. To effectively deliver Registry services, employees are encouraged to undertake ongoing training, learning and development. Neustar underwrites this through annual employee review processes, with a focus on skills development, to identify gaps in knowledge from both individuals and the broader

organization. This process is supported by an annual training budget, allowing employees to attend a range of courses.

Employees participate in formal research projects and vendor technology briefings to ensure skills and operational practices remain current.

Neustar employees attend industry forums and events, such as ICANN and the IETF, and employees' membership in industry groups is highly encouraged.

16.4.2 Our Culture

Neustar continually fine-tunes our organizational culture to properly match the dynamic DNS environment within which we operate. The Internet is a constantly changing backdrop, which means our team needs to be ready and willing to stay ahead of innovative technological changes, be nimble and flexible to accommodate policy changes, and remain vigilant to protect data and services against cyber security threats.

Our organizational culture supports the company's leadership because of key features we deliberately nurture, and we believe the following characteristics are the most important cultural attributes that help us to continue to meet the goals for the usTLD:

- Excellence – Neustar's culture involves a policy of selecting only the highest caliber staff. Our recruitment process is thorough and extensive. Our employees are widely acknowledged as being subject matter experts and the best in their class. Excellence is as a critical success factor, particularly with service delivery, product management and client servicing;

- Diligence – We select our employees based on their experience, knowledge, skills and team focus. Our employees strictly follow a peer review process, which supports a collaborative environment to verify all work, establishing a 'measure twice and cut once' attitude. This also helps to mitigate against the risk of single point dependencies by deliberately sharing knowledge across the organization;

- Innovation – The Internet is a highly innovative environment, and all our employees participate regularly at professional development training programs and are encouraged to innovate through the introduction of ideas to the product development processes and service delivery protocols;

- Security – The security and integrity of the services we deliver, and the data for which we are custodians, is of paramount importance to our organization. Our employees understand and respect the significance of the role we play as the Registry supporting the usTLD namespace; and

- Urgency – The United States Department of Commerce, Registrars and Internet users depend on Neustar to deliver an uninterrupted service of the highest standard. However, there are constant changes and improvements to systems and technology, required to keep pace with the ever-changing Internet ecosystem. This

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is where our workplace culture excels. Our team prides itself on always delivering on time, every time and without exception.

16.5   Key Personnel

Program Manager	Judy Song Torreele
Contracts Manager	Becky Burr

16.5.1   usTLD Team

Resumes are provided in Appendix B – 'Resumes'.

Nicolai Bezsonoff – Vice President and General Manager, Registry Services

Nicolai draws on over 14 years of experience in the domain industry. Bezsonoff was co-founder and Chief Operating Officer of .co Internet. Nicolai's career spans consulting, banking and now Internet infrastructure. Nicolai has a degree in Industrial Engineering from the University of Miami, and a MBA from Columbia University and the London School of Business.

Becky Burr – Deputy General Counsel and Chief Privacy Officer

Becky has been a thought leader in the domain name industry for over 20 years. As Neustar's Deputy General Counsel and Chief Privacy Officer, Becky is responsible for implementing the company's 'privacy by design' program, and ensuring that the company maintains state-of-the-art privacy and data security to protect customer and consumer information. As an expert on Internet governance issues, Ms. Burr also provides policy and legal advice related to the company's provision of Registry services.

Becky's history with ICANN dates back to 1997 when she headed NTIA's Office of International Affairs and provided leadership for the USG team that issued the Request for Comments on the Registration and Administration of Domain Names and produced the so-called "Green Paper" and "White Paper" on privatization of the domain name system. As NTIA's Associate Administrator for International Affairs, Becky participated in the three-way negotiations that produced the original Registry Agreement and Registrar Accreditation Agreement. She served as the US representative to the GAC in ICANN's early years and, after leaving the USG in late 2000, represented Registries, Registry Operators, and Registrars in their dealings with ICANN as a lawyer in private practice. In that capacity, Becky represented individual sponsored and new gTLD applicants, as well as the Registrar Stakeholder Group in negotiating the 2013 Registrar Accreditation Agreement. For nearly ten years, beginning in 2006, Becky served on the ccNSO Council, first as a NomCom appointee, and more recently as the representative of .us. Becky

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was elected by the Contracted Parties House to serve on the ICANN Board of Directors for a three year term beginning in November of 2016.

Judy Song Torreele – Director, Registry Services and Manager of Public Participation

Judy manages the policy, industry affairs and compliance team at Neustar. With over 25 years in the telecom and Internet industry space, she has experience that spans from product marketing to domain name industry development and policy issues. Judy has managed the usTLD contract relationship in multiple capacities since 2007 and currently leads the multi - stakeholder efforts as the Manager of Public Participation and the Secretariat of the usTLD Stakeholder Council. She is active in the Internet Community by serving on the board of ICANNWiki as well as Treasurer of the Domain Name Association.

Lori Anne Wardi – Vice President TLD Brand Strategy and Business Development

Lori Anne was the Chief Marketing Officer at .CO Internet, and is now Vice President of Neustar Registry TLD Brand Strategy and Business Development. Lori Anne is a branding and marketing expert who defined and implemented the strategy that helped turn .co into both a leading TLD and a thriving community of innovators, entrepreneurs and start-ups around the world. Lori Anne also served as the General Manager of the .nyc TLD launch, helping to make .nyc one of the most successful city TLDs in the world. Lori Anne has a Masters Degree in Industrial and Labor Relations from Cornell University and a Juris Doctor Degree from Brooklyn Law School.

David Pigott – Chief Risk and Compliance Officer, and usTLD Director of Security

As Neustar's Chief Compliance Officer, David leads the Governance, Risk and Compliance team and reports directly to the Chief Security Officer/Chief Risk Officer. Mr. Pigott heads Neustar's Enterprise Risk & Compliance Council which is comprised of C-level officers, senior management and key stakeholders from various business units, including but not limited to: Information Security, Privacy, Legal, Finance, HR, Internal Audit, Sales, etc. Mr. Pigott is formerly a Secret Service agent and has previous compliance experience with DocuSign and eBay.

Sean Baseri – Product Manager and Technical Industry Liaison

Sean manages the Neustar Registry security program covering all Neustar-supported TLDs including the .us, .biz and .nyc TLDs. He designed and manages the Neustar Registry Threat Mitigation Service (RTMS), including its platform which protects hundreds of TLDs today. He has over 13 years of information security experience, including leading expert incident response teams, providing expert security consulting services to numerous Fortune 500 companies and has built leading security solutions in both Registries and Registrars. He has also been an active member in DNS industry working groups focused on the security of Registry services.

James Willett – Vice President, Technology

James is Vice President of Technology leading engineering and operations teams for Neustar Digital Defense, Digital Performance, Security and Registry solutions. In this effort, he oversees

teams of engineers and industry experts who are dedicated to continuous innovation and providing the most advanced web-based security, and registry solutions and services possible.

James is responsible for the management of all Security and Registry products, including internal and client-based software and technical infrastructure.

Crystal Peterson – Director, Registry Solutions

Crystal Peterson is Neustar's Director of Registry Services & Global Channel Management where she is responsible for overseeing the growth of some of Neustar's most prominent domain name products, including the usTLD. Crystal has over 15 years of marketing and channel development experience. Most recently, Crystal has been instrumental in the highly successful launch of .nyc domain names, playing a pivotal role in positioning .nyc as the world's largest geographic-based new gTLD. Traveling more than 100,000 miles each year, Crystal forges some of the company's most strategic Registry partnerships while cultivating relationships with Registrars and resellers in all corners of the globe.

Donna Austin – Senior Policy Manager

Donna Austin is the Senior Policy Manager at Neustar. Donna has a wealth of experience in the domain name industry, having held a number of roles that include ICANN and the Department of Communications, Information Technology and the Arts in the Australian Government.

Donna currently serves as Vice Chair of ICANN's GNSO Council representing the Registry Stakeholder Group. In this role she has been closely involved in a number of efforts, including the development of the next iteration of the Policy Development Process known as PDP 3.0. Donna also worked for ICANN for six years in various roles that included Chief of Staff to the CEO, Manager of Governmental Relations and Manager of Country Name Policy Support. Her achievements at ICANN include supporting the policy and implementation of Internationalized Domain Names (IDNs) and new Top-Level Domains (TLDs). Donna was also pivotal in the development and implementation of the Accountability Framework program, which resulted in many country code Top-Level Domain (ccTLD) operators formalizing their relationship with ICANN.

Kristin Johnson – Marketing Manager

Kristin has over a decade of professional experience in developing complex global B2C and B2B marketing strategies across tech, retail, and tourism industries. She is an innovative marketing strategist with proven ability to develop end-to-end marketing strategies that deliver on awareness, engagement and sales objectives.

Kristin is responsible for usTLD brand development as it relates to positioning, targeting, strategy, promise, architecture, voice and agency management. She specializes in digital marketing strategies, launch management, campaign optimization, tracking and analysis and brand development with an intimate knowledge across mobile, digital, retail and partner channels.

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Paul Ebersman – Principal Software Engineer

Paul has over 30 years' experience in designing, building and maintaining large scale UNIX & Internet-based servers, local and wide-area networks, DNS/DHCP infrastructures and computing facilities. He is a member of ICANN's Security and Stability Advisory Committee (SSAC) and boasts 25+ years of training, business, sales, project management and product development experience.

Anna Bruno – Manager, Product Support

Anna is an experienced Product Support Manager with over eight years working in the information technology and services industry. She is a strong information technology professional skilled in Customer Support, Requirements Analysis, Databases, and Quality Assurance.

Eric Smialek – Director, Financial Planning and Analysis

Eric is responsible for the Neustar's financials across Registries, Marketing Solutions, Security Solutions, and Risk Solutions. He delivers forecasting and results analysis, providing key support to drive financial performance.

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17   Financial Plans

Management of the usTLD is a complex task, there is not only the requirement of developing, deploying and maintaining scalable and reliable Internet infrastructure and services, there is the responsibility to create, manage, monitor and enforce the unique set of policies that govern the usTLD.

Administration, marketing and operation of the usTLD is undertaken by Neustar generated through fees paid by Registrars and, in the case of the U.S. Reserved Names Program, the registrants themselves.

Neustar has provided exceptional service in the administration and operation of the usTLD at no cost to the United States government since 2001. The price charged to Registrars for a usTLD domain name has only changed marginally – with an increase of $0.50 per domain name per year introduced in 2014 – over the last decade. This fee was levied in order to implement and manage the usTLD Stakeholder Council and maintain the new multistakeholder model of policy development. It should be noted that Neustar has maintained this price stability notwithstanding our substantial, continuing investments in the usTLD Registry platform, security infrastructure, policy leadership, product innovation, and marketing and promotion efforts..

Highlights

Neustar provides a full service Registry solution that demonstrates our exceptional understanding of the unique needs of the usTLD. The strength of our service provision will continue through the upcoming contract term, as part of our commitment to meet or exceed all of the needs and requirements for the operation of the usTLD.

Our comprehensive holistic Registry service includes not only operating the technical backend Registry infrastructure, but also a suite of complementary services using dedicated in-house resources with unique industry experience to deliver Delegated Manager administration, Registrar accreditation, malicious activity and abuse mitigation, customer support, policy administration, reporting, performance monitoring, root cause analysis, and security evaluation.

- Neustar administers the unique policy-rich usTLD environment, including WHOIS Accuracy Program, Proxy Registration Prohibition, and the United States Nexus Requirement.

- Neustar developed and deployed sophisticated proprietary tools to prevent, identify, and mitigate malicious use of .us domain names; we proactively take action against domain name hosting abuse content to preserve the integrity of the usTLD namespace.

- Our marketing programs, partnerships and investment in the usTLD community drive long term responsible growth in the namespace.

We operate a portfolio of ccTLDs – both backend Registry services and full service solutions – and based on our experience in the domain name industry we understand where the relevant price point needs to be for each TLD in order to appropriately and effectively manage the namespace.

Our proposed pricing model for the coming contract term is contained in Volume 3 – 'Cost/Price and Business'. Neustar believes that our proposed price strikes the balance that is required for the usTLD to be competitive and relevant in the today's highly aggressive domain name industry, while deterring abusive registrations and allowing Neustar to continue to invest in the usTLD, its administration, management and operation.

17.1 Investment in the usTLD Registry and DNS services

We believe that effective product management improves service delivery, through continual interaction that improves efficiencies, application performance, and business processes. As described in Section 16 – 'Management Plan', our dedicated usTLD team, which includes a Product Manager and Product Development staff, ensures that continuous improvement and innovation is addressed and actively pursued.

Neustar has always been of the belief that we cannot rest on our laurels and take our position within the domain name industry for granted. As a company, we have charged our employees with the need to listen to our stakeholders, to be continually thinking about ways to improve, to deliver better products targeted to specific client needs and to fulfill those needs quickly or more conveniently.

Our commitment to continuous improvement is evidenced by such things as:

- Our level of industry participation, both locally and globally;

- The feedback loops built into our company processes at all levels; and

- A dedicated Product Development team that solely focus on innovating our Registry software.

Our industry-leading Registry solution, with many industry-first features is further explored throughout this response.

During our tenure Neustar has delivered product and service improvements and features, including:

- A complete refresh of the Registry software and hardware;

- A new Registry Web-based Interface; and

- Expanded our DNS offering to include 30 globally dispersed DNS nodes.

Neustar is also proposing to build on this investment further through:

- Introducing a 'Privacy Services Plan';

- The release of one and two-character usTLD domain names;

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- Implementing Registration Data Access Protocol (RDAP);

- Further development of the Locality space; and

- An enhanced Business Intelligence Reporting Platform.

In October 2018 Neustar announced the acquisition of Verisign's DNS and DDoS businesses, significantly expanding the size and scale of our existing business and increasing our operating leverage.

17.2 Investment in Marketing the usTLD Namespace

Neustar's strategy to promote awareness and increase domain registrations in the usTLD involves a combination of initiatives, from branding and consumer marketing, to channel marketing, strategic partnerships and social media, among other things. Our ongoing marketing and promotional efforts on behalf of the usTLD are broad and diverse, in recognition of the breadth and diversity of the usTLD target market.

Since the start of the last contract term, the domain name system has undergone massive change, thanks to a five-fold increase in the number of TLDs. Despite operating in an increasingly complex and competitive landscape, over the course of the last five years, Neustar has grown the usTLD by 15% as a direct result of our consistent and aggressive investment in marketing.

[REDACTED]

For more information about Neustar's overall marketing and promotion efforts on behalf of the usTLD, please see Section 4.7 – 'Promotion of the usTLD'.

17.3   Market Observations

In determining the proposed fees contained in Volume 3 – 'Cost/Price and Business', Neustar has taken into account our knowledge of the costs associated with the management of the usTLD and our deep understanding of the domain name industry.

Neustar is committed to maintaining the ongoing security, stability and integrity of the usTLD namespace – one which is not only proactively minimizes abusive domain name registrations but is, above all, utilized by and for the citizens of the United States.

17.4   Annual Projections

Neustar has a proven cost structure that is based on 17 years of experience managing the usTLD. Neustar is intimately aware of all of the costs associated with operating the usTLD and is in the best position to provide an accurate depiction of those costs.

Please see Volume 3 – 'Cost/Price and Business' for more information.

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Volume

1

Appendix A – Incorporation in the United States

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "REGISTRY SERVICES,
LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF APRIL, A.D.
2017, AT 4:08 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

Authentication: 202369475
Date: 04-12-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

7 Pages

Withheld in their entirety
pursuant to FOIA Exemption 4
(5 U.S.C. § 552 (b)(4))

Volume
1

Appendix B – Resumes

27 Pages

Withheld in their entirety pursuant to FOIA Exemption 4 (5 U.S.C. § 552 (b)(4))

Volume 1

Appendix C – Policies

usTLD Administrator Reservation of Rights

usTLD Administrator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion;

(1) to protect the integrity and stability of the registry;

(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement,
    in compliance with any dispute resolution process;

(3) to avoid any liability, civil or criminal, on the part of usTLD Administrator, as well as its affiliates,
    subsidiaries, officers, directors, representatives, employees, and stockholders;

(4) for violations of this Agreement (including its Exhibits);

(5) to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name
    registration or

(6) to prevent the use of of a domain name used for the submission of unsolicited bulk e-mail, phishing,
    pharming, malware, bot-nets or other abuse or fraudulent purposes.

usTLD Administrator also reserves the right to freeze a domain name during resolution of a dispute either by:

(i) rendering the domain name unresolvable;

(ii) preventing the transfer of the domain name to another person, entity or registrar; or

(iii) preventing any changes to the contact information associated with the domain name.

AGP (add Grace Period) Limits Policy

The Add Grace Period ("AGP") shall be restricted for .us in the following manner:

a. During any given month, the usTLD Administrator shall not offer any refund to an usTLD-Accredited registrar (hereinafter referred to as "Registrar") for any domain names deleted during the AGP that exceed (i) 10% of that Registrar's net new registrations (calculated as the total number of net adds of one-year through ten-year registrations) in that month, or (ii) fifty (50) domain names, whichever is greater, unless an exemption has been granted by the usTLD Administrator.

b. A Registrar may seek an exemption from the usTLD Administrator from the application of such restrictions in a specific month, upon the documented showing of extraordinary circumstances. For any Registrar requesting such an exemption, the Registrar must confirm in writing to the usTLD Administrator how, at the time the names were deleted, these extraordinary circumstances were not known, reasonably could not have been known, and were outside the Registrar's control. Acceptance of any exemption will be at the sole and reasonable discretion of the usTLD Administrator, however "extraordinary circumstances" which reoccur regularly for the same Registrar will not be deemed extraordinary.

Implementation Details for Registrars

On January 25, 2012 the United States Department of Commerce approved a proposal to modify the add delete grace (AGP) policy for .us. This was done to address the problem of abuse of the add delete grace period. The new policy restricts the number of domains that may be deleted for credit during the 5 day add grace period. Registrars will be permitted to delete for credit no more than the greater of 50 domains or 10% of their net monthly adds during each month. The following describes the implementation details along with several illustrative examples.

Neustar will implement the change to the policy in the following way. As add grace deletes are processed throughout the month, registrars will receive a full credit for each delete. At the end of the month, a calculation is performed to determine the maximum number of grace deletes allowed. This number is the greater of 50 or 10% of the net adds for the month. The net adds are calculated by taking the gross number of adds submitted during the month less the number of add grace deletes submitted during the month. The greater of 50 or 10% of the net adds is the maximum number of grace deletes allowed for full credit. If the registrar has submitted more grace deletes than this maximum number then the registry will debit the registrar's account for the number of grace deletes that exceeded the maximum allowed. The amount debited is equal to the excess number of deletes times the current one year add fee (currently $6.00). This amount will be debited from the registrar's account and will be reflected on the monthly statement.

Example 1

Registrar A registers 1,000,000 new domain name registrations during the month and then later deletes 999,200 domain name registrations during the add grace period in that month. The net number of new registrations for the month would be 800. Therefore the registrar would be entitled to eighty (80) free deletes (10% of 800). Because the registrar had deleted 999,200 new domain names and did not provide any documentation regarding extraordinary circumstances, the registry would debit the registrar's account for the full registration amount for 999,120 domains. This figure is based upon the net number of deletes (999,200) minus the number of free deletes (80) permitted by the registry. In this case, the number of free deletes is calculated by taking 10% of the number

of net new registrations (80). Because eighty is greater than the standard fifty (50) default, the 10% value (80) is used in calculating how much the registry debits the registrars account.

Example 2

Registrar B registers 300 new domain name registrations during the month and then later deletes 40 domain name registrations during the add grace period in that month. The net number of new registrations for the month would be 260. Although 10% of the net number of new registrations is twenty-six (26), the registrar would be entitled to fifty (50) free deletions. This is because the monthly default value of fifty (50) is greater than the 10% calculation. Because the number of permitted free deletes exceeds the number of actual deletes, the registry would not debit any additional funds from the registrar's account.

Exceptions to the Policy

Notwithstanding these limitations to the AGP, Neustar also acknowledges that there have been times when registrars have reasonably relied upon the AGP in extraordinary circumstances (e.g. malfunctioning software scripts, compromised systems, etc.). Therefore, we will accommodate exceptions to this policy in extraordinary circumstances. With this exception, a registrar would not be charged for certain deletes in excess of the monthly limit. However, to prevent potential gaming by registrars, the registrar must represent and document in writing how these extraordinary circumstances were not known, or could not have been reasonably known, and how these extraordinary circumstances were outside of its control. The exercise of the exception mechanism will be at the sole discretion of Neustar, however "extraordinary circumstances" which reoccur regularly will be deemed to not be extraordinary.

In order to be considered eligible for an exemption, the Registrar must supply, within five business days from the date that the usTLD Administrator debits the account at the end of the any given month, at least the following information to the usTLD Administrator:

- Registrar Name
- IANA ID number
- Date of request
- Date names were deleted
- Number of names deleted
- List of names affected
- Extraordinary circumstance/reason for request
- A statement that the information in the Exemption Request is true to best of the Registrar's knowledge.

Each Registrar's exemption request must describe, with supporting documentation, the specific extraordinary circumstances upon which the request is based and explain how, at the time the names were deleted, any particular extraordinary circumstance was not known, reasonably could not be known, and was outside of the Registrar's control. For example, an unforeseen defect in software development might not necessarily be considered to be in the Registrar's control.

Submission of an exemption request should create no presumption of approval of the request. Grant of any exemption request is at the Operator's sole and reasonable discretion.

usTLD Acceptable Use Policy

1. By registering a name in the usTLD, you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:

a   Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;

b   Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;

c   Sell or distribute pharmaceuticals;

d   Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting piracy or trademark or copyright infringement;

e   Impersonate any person or entity, or submit of information on behalf of any other person or entity, without their express prior written consent;

f   Violate the privacy or publicity rights of any other person or entity;

g   Promote or engage in any spam or other unsolicited bulk email;

h   Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;

i   Interfere with the operation of the usTLD or services offered by the usTLD; or

j   Otherwise engage in activity that is contrary to U.S. law or usTLD Policies.

2. By registering a name in the usTLD:

a   You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the usTLD Registry Operator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole discretion, that the information is materially inaccurate;

b   You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the usTLD Privacy Policy posted on the UsTLD website at www.about.us;

c   You agree to submit to proceedings commenced under the usTLD Domain Name Dispute Resolution Policy ("usDRP"),and the usTLD Rapid Suspension Service ("usRS"), each as described on the UsTLD website at www.about.us. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the usTLD Registry Operator, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

3. By registering a name in the usTLD:

a   You acknowledge and agree to abide by all usTLD Policies set forth on the UsTLD website at www.about.us. You specifically acknowledge and agree that the usTLD Policies may be modified by the usTLD Registry Operator, and agree to comply with any such changes in the time period specified for compliance;

b   You acknowledge and agree that the usTLD Registry Operator reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the usTLD if you are found to have repeatedly engaged in abusive registrations, in its sole discretion;

c   You acknowledge and understand that the usTLD Administrator opposes activities that promote, encourage or engage in terrorism or violence against people, animals, or property. Any reported or otherwise identified potential use of a Neustar service for any of these purposes will be sent to the Office of the General Counsel, which will investigate the allegations and determine in the Administrator's sole discretion and in consultation with leadership of the relevant service, what, if any action to take based on the facts, the law, and the nature of the Neustar service in question. The usTLD Administrator reserves the right to share relevant information with law enforcement officials.

d   usTLD Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) threaten the stability, integrity or security of the usTLD, the DNS or the global Internet, or any of its registrar partners and/or (ii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.

e   You acknowledge and agree that the usTLD Registry Operator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the usTLD Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to enforce usTLD Policies, as amended from time to time;
- to protect the integrity and stability of the usTLD Registry Operator, its operations, and the usTLD;
- to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the usTLD Registry Operator or you;
- to establish, assert, or defend the legal rights of the usTLD Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the usTLD Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
- to respond to violations of this policy;
- to correct mistakes made by the usTLD Registry Operator or any Registrar in connection with a Registration or Reservation; or
- as otherwise provided herein.

f   You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the usTLD Registry Operator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, 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 your use, operation, Registration of any name and/or website in the usTLD.

The usTLD Registry Operator reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Acceptable Use Policy.

usTLD Registry Operator Code of Conduct

In connection with its service as the Registry Operator for the usTLD, Neustar will:

1. Administer the usTLD in the public interest, in compliance with our contractual obligations and applicable law and regulation;
2. Publish all policies, procedures, and requirements applicable to usTLD Registrars, Delegated Managers, and usTLD Registrants (collectively, "usTLD Users");
3. Develop policies and procedures for the usTLD in consultation with usTLD stakeholders through the usTLD Stakeholder Council, with the goal of ensuring that usTLD policy continuously meets the needs of existing usTLD Registrants, supports a more robust, certain, and reliable DNS, enhances the user experience and utility of the usTLD space, promotes innovation while protecting intellectual property rights, and supports ongoing discussion of and response to evolving and emerging DNS issues;
4. Apply standards, policies, procedures or practices neutrally and fairly, without singling out any usTLD Registrar, Delegated Manager, or usTLD Registrant for disparate treatment over other such users unless justified by substantial and reasonable cause;
5. Ensure that usTLD Users have equal access to administration services provided by Neustar;
6. Ensure that no data, including personal information about a usTLD Registrant or proprietary information from any usTLD Registrar or Delegated Manager is disclosed to affiliates, subsidiaries, or other related entities, or to other usTLD Users, except as disclosed in advance or reasonably necessary for the management and operations of the usTLD;
7. Not register names in the usTLD for its own use except through a usTLD Registrar unless such names are reasonably necessary for the management, operations, promotion, and other purposes of the usTLD;
8. Not disclose confidential information about its Registry Services, including proprietary information about searches or resolution requests by consumers for unregistered domain names to employees of any usTLD User (including any Neustar parent, subsidiary, affiliate, subcontractor or other related entity engaged in the provision of registry services with respect to the usTLD) with the intent of putting them at an advantage in obtaining usTLD administration services from Neustar, except as strictly necessary for the management and operations of the usTLD; and
9. Require any parent, subsidiary, affiliate, subcontractor or other Neustar related entity engaged in the provision of registry services with respect to the usTLD to maintain separate books of accounts with respect to such services.

Neustar will conduct internal neutrality reviews on a regular basis. In addition, Neustar and the DOC may mutually agree on an independent party to conduct a neutrality review of Neustar, ensuring that Neustar and its owners comply with all the provisions of this Code of Conduct. The neutrality review may be conducted as often as once per year. Neustar will provide the analyst with reasonable access to information and records appropriate to complete the review. The results of the review will be provided to DOC and shall be deemed to be confidential and proprietary information of Neustar and its owners.

Neustar Privacy Statement for the usTLD

Updated: October 25, 2018

This policy applies to information processed on Neustar's online properties and in the course of providing registry services for the usTLD. This policy describes how we collect, use, share and secure your information, and your choices regarding use, access and correction of your information. We know privacy policies can be confusing and technical. To make this as easy as possible to read and understand, we have embedded links throughout the policy. Please click on the links to learn what the defined terms mean and to see additional information about Neustar's use and disclosure of that information in that context.

Additional information about Neustar's privacy practices is available on our web site at: https://www.home.neustar/privacy/privacy-policy.

Our Commitment: Privacy by Design

Neustar is committed to the responsible use of information to help businesses make better decisions, secure their operations, and deliver personalized content while respecting personal privacy. To accomplish this goal, we adhere to Privacy by Design principles, taking personal privacy into consideration throughout the process of designing, building, and delivering information products and services.

Personal Information: Types & Sources

Neustar may collect, use, and disclose information that identifies or relates to a specific individual and other information described below in the course of operating our websites and providing our products and services to business customers. This information may or may not be linked to an identifiable individual, as described in this Privacy Statement.

Types

Neustar may collect, use, and disclose various types of information, including:

- PII (Personally Identifiable Information)
- CRM Data (Customer Relationship Management data)
- Pseudonymous IDs including information linked to DIIs (Device Identifiable Data) such as Cookies, MAID (Mobile Advertising IDs), Statistical IDs, and other third-party identifiers that do not, by themselves, identify a specific individual.
- Attribute Data
- Log Data, including Internet Log Data, Event Data, and Service Data.

Sources

Neustar collects this information from a wide variety of sources, both on and offline, such as:

- Publicly available data sources such as directory listings
- Reputable providers of licensed data derived from public and non-public sources
- Individuals, such as survey respondents, who affirmatively agree to the data uses

- Our customers, who provide their CRM Data for our use in connection with our services

- Information collected online via Pseudonymous IDs, including DIIs, Cookies, Mobile Advertising IDs or MAIDs, Statistical IDs, and other persistent third-party identifiers that do not, by themselves, identify a specific individual

- Match Partners, Coverage Partners, Rotators, and Cookie Sync Partners

- Log Data and other information created in the course of providing our products and services

Personal Information Use and Disclosure

Website Visitors

On our websites, we collect PII only if you choose to give it to us, for example by inquiring about or registering for our services, subscribing to RSS feeds or blog posts, or electing to "follow" Neustar or our brands on social media sites. Please keep in mind that any comments or other information you post on our blogs may be read, collected, and used by other blog readers.

Neustar uses first-party and third-party Cookies to enhance your experience on our websites. When you first visit one of our websites with a new device or browser, we advise you about the use of Cookies on that site. You may choose to continue with Neustar website Cookies or turn them off. If you choose to continue with Cookies, we won't remind you for one year - but if you change your mind at any point please click here. Certain website features may not work properly if you elect to turn Cookies off. For example, some of our websites featuring shopping carts require Cookies to work properly.

Our websites may include social media features such as the Facebook "Like" button. These features, which are either hosted by a third party or directly on our site, may collect Internet Log Data and, in order to function properly, may set Cookies. Your interactions with these features are governed by the privacy policy of the company that provides them, and not this policy.

When you visit our website, we use PII that you provide, Pseudonymous IDs (e.g., from Cookies), and Log Data to respond to your requests, process transactions you initiate, improve our website, and deliver personalized content to you. We may disclose this information to third parties to help us in these activities, for example, to a service provider that sends email communications to you on our behalf.

DNS Services

Neustar provides a variety of Domain Name System (DNS) services, including both authoritative and recursive DNS servers and a suite of related services to facilitate the global flow of Internet traffic. In providing these services, Neustar collects and processes DNS queries, which includes both source and destination IP Address information, time and date stamps, and other technical information. We use this information to provide connectivity and routing services to our customers, to identify and mitigate malicious and fraudulent activity, and to enhance our Digital Defense, Digital Performance, and Fraud, Risk, and Compliance products and services.

Registry Solutions

When you register a domain name, your registrar collects certain information, including your PII, the IP Address of the servers on which your domain name is hosted, and other information about the registrant and the domain name registration. As the Registry Operator for .BIZ and .US, and as the

registry service provider for other top-level domains, Neustar collects this information from registrars. We use this data to provide registry services, to enforce our policies and our customers' policies, and to prevent, detect, and respond to malicious behavior and/or misuse of our services. We also make this information available online, in accordance with applicable law and/or policy or contractual requirements imposed by the Internet Corporation for Assigned Names and Numbers (ICANN) and/or our registry customers.

WHOIS information for .US is publicly available in accordance with United States government policy. Privacy/proxy registration services for the usTLD may be available in the future.

Neustar uses WHOIS Data and other information collected in the course of providing registry services to: comply with contractual requirements, ICANN policy requirements, law and regulation; investigate and respond to complaints of abusive conduct; and enforce registry policies related to, without limitation, WHOIS accuracy, the use of proxy and/or privacy registration services, limitations on registration, and prohibitions against the use of domain names to distribute malware, operate botnets, or engage in phishing, piracy, intellectual property infringement, fraudulent or deceptive practices, counterfeiting or other activity that is contrary to applicable law. Neustar may from time to time collect and aggregate demographic data or statistical analysis and other research but does not disclose PII in that process.

Neustar prohibits use of WHOIS Data (1) except in compliance with applicable law; (2) to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone; (3) in contravention of any applicable data and privacy protection laws; or (4) to enable high volume, automated, electronic processes that interact with domain name registry systems.

Other Use and Disclosure of Personal Information

Neustar does not use or disclose PII or Pseudonymous IDs other than as described above, except:

- With your express permission;

- Where permitted by our customer agreements, for internal use, research, fraud prevention and detection, and product development;

- To identify and respond to cyber security threats and to protect our rights and the rights of third parties;

- To (i) comply with US or foreign laws or to respond to lawful requests and legal process in US or foreign civil, criminal or investigative matters, (ii) enforce agreements, our terms and conditions, and policies, and protect our rights and property as the site owner, and (iii) in an emergency to protect the personal safety of Neustar, its customers, or any person;

- In an aggregated or de-identified form that does not directly identify you;

- With third party vendors, consultants and other service providers who are working on our behalf, but we limit their access and use of PII to that which is needed to carry out their work for us; and

- In connection with any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company.

Cookies, Advertising IDs and Other Technologies

Website Cookies

We may use Cookies, Mobile Advertising IDs or MAIDs, Statistical IDs, Web Beacons, Pixel Tags, JavaScript, HTML5 Local Storage, or similar technologies, along with other information described in this policy to enhance and personalize your experience on our sites and to manage and enable preferences, transactions and related uses of Neustar services and information. These technologies do not identify you to us unless you have voluntarily identified yourself on our websites. If you've set your browser to warn you before accepting cookies, you will receive a warning message with each cookie. You can refuse cookies by turning them off in your browser, but some of the features on our site may not work if you do. Various browsers may offer their own management tools for removing HTML5 local storage.

To learn more about these technologies, click here:
to http://www.aboutads.info/ and http://youradchoices.com/.

Third parties with whom we partner may use Cookies, Web Beacons, Pixel Tags, JavaScript, HTML5 Local Storage, Flash LSOs, Statistical IDs, Pseudonymous IDs, or similar technologies to help us understand how visitors interact with our website or to deliver content, such as videos, or to personalize ads you see online based on your visits to our website. We do not have access to or control of these third-party technologies. The information gathered by these technologies is not tied to PII submitted on our website. You can use your browser settings to manage Cookies. Various browsers may offer their own management tools for removing HTML5 Local Storage. To manage Flash LSOs, please click here.

Neustar Services Cookies

We use Cookies, Web Beacons, Pixel Tags, Mobile Advertising IDs, Statistical IDs, and similar technologies in order to collect the information necessary to provide Neustar services described above. Our Cookies contain Pseudonymous IDs and other information that does not allow you to be identified without additional data. The contents of our Cookies are encrypted and can't be read without the encryption key. You can remove persistent Cookies by following directions provided in your Internet browser's "help" file, or you may opt-out as described below.

Our Pseudonymous IDs, including Cookies do not tell our business customers who you are or where you live. Businesses use the information in Cookies to tailor online advertising based on the likelihood that someone will share certain interests or propensities with members of an aggregated group. We also use and disclose information about Cookies, in combination with Log Data and third-party information, including Attribute Data, to measure the effectiveness of ad campaigns. Finally, our Cookies can be used to help a business verify a user when they access the site using a different device or browser and for other fraud prevention, detection, and mitigation purposes.

Mobile Advertising IDs

We use Mobile Advertising IDs or MAIDs, also known as "IDFA" (Apple/iOS) or "IFA" (Google/Android), in connection with Neustar's Marketing Solutions and Fraud, Risk & Compliance Solutions offerings. We obtain Mobile Advertising IDs or MAIDs from Match Partners who have user consent to share this information. We share Segment Codes associated with Mobile Advertising IDs or MAIDs with our customers who have access to these identifiers with the consent of their users. This enables our clients to provide a more tailored user experience as well as relevant content and offers in the mobile environment. We also use Mobile Advertising IDs or MAIDs to identify and prevent fraudulent transactions and to help our customer verify a known user who accesses their

site using an unknown device or browser. You can find more information about how Mobile Advertising IDs or MAIDs are used and how to opt out of mobile advertising in our Transparency and Choice; Opt-Out & Access section below.

Web Beacons

We may use Web Beacons to collect performance metrics when you visit our customer's web sites. The web beacons capture your IP Address to determine your geolocation at the city/region/country level and is discarded once geolocation is determined. Understanding the geolocation and associated website performance helps our customers manage their websites for optimal performance.

Sensitive Data

Neustar does not create Segment Codes or other audiences based on Sensitive Personal Information and we do not use Cookies, Mobile Advertising IDs or MAIDs, Statistical IDs, or other technologies to enable ad targeting based on that kind of information. For added protection, our contracts with our partners do not allow the use of our data to determine credit worthiness or eligibility for insurance, employment, housing, etc.

We do not create audience segments based on the precise real-time geographic-location of an individual derived through location-based services (e.g., GPS-enabled devices) without opt-in consent.

Neustar creates certain audience segments based on our predictions about the likelihood that households assigned to a particular Segment Code or audience are more or less likely to use certain kinds of over-the-counter medications (e.g., cold or flu medications) or more or less likely to consume certain alcoholic beverages. These segments do not include or reflect individual or even household level behavior; rather, they are predictions based on survey responses from volunteer participants, which is then modeled to apply to broader groups of people who we think are more or less likely to have similar preferences. Advertisers who use these segments must comply with government regulation as well as industry best practices that apply to the delivery of such advertising. More information about this topic and a list of the audiences we offer is available here: Advertising Audiences.

Neustar may collect credit card information when provided by our customers in payment for some of our services. This information is securely collected and transmitted by our vendor in accordance with Payment Card Industry standards and used and disclosed only for the purposes of receiving payment for our services.

Data Retention

Neustar Website Cookies

We retain information collected through our websites for as long as your account is active or as needed to provide you services. We also retain and use this information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Neustar Services Cookies

- We retain raw, cookie level data associated with our services for up to 19 months. At the time of collection, we also create aggregated data that cannot be re-associated with an individual

cookie. We may retain this aggregated data for a longer period as required by law or otherwise necessary to resolve a dispute and enforce our agreements.

- Neustar service Cookies expire in twelve months, although additional user registration at an on-boarding partner site may result in the placement of a new Cookie.

- Associations made through Mobile Advertising IDs or MAIDs expire 12 months after the last time you interact with a partner website or advertiser.

- For Cookies originating on websites in the European Economic Area (EEA), we collect and promptly hash full IP Addresses into a 64-bit integer. We also collect a truncated IP Address (dropping the last octet). The truncated and hashed IP Addresses are then forwarded to the U.S. using a secure transmission protocol. Full IP Addresses are captured by the application log file but are used exclusively for operations and deleted after 10 days.

- Upon request we will provide you with information about whether we are processing PII about you. Please visit the Privacy Choices page on the Neustar web site.

- If you are a resident of the EEA, you will be directed to a portal from which you may exercise your rights as a data subject under the General Data Protection Regulation (GDPR) including a confirmation of processing, access, objection, correction, and erasure. Additional information about Neustar's compliance with GDPR is available here: GDPR: What You Need to Know. We process all such requests promptly in accordance with the requirements of the GDPR.

- If you are not a resident of the EEA, you will be directed to a portal from which you may access, correct, or block use of your personal information for most purposes. We will respond to your request within a reasonable timeframe. This portal is being enhanced to comply with the California Consumer Privacy Act, which becomes effective in 2020, and to provide similar data subject rights as required under GDPR.

- You may also contact us via email directed to: privacy@team.neustar.

Transparency and Choice; Opt-Out & Access

Cookies

- You can opt out of the use of Cookies on Neustar websites

- You can opt out of Neustar services Cookies by clicking on the Neustar Choice Portal link in the Privacy Choices page on our website. This will also permit you to opt-out of the use of Hashed eMail Addresses and Android Mobile Advertising IDs.

- You can also opt out of the use of Neustar services Cookies by using the Network Advertising Initiative (NAI) Consumer Opt-Out tool, the Digital Advertising Alliance (DAA) tool here, or the European Digital Advertising Alliance (EDAA) Opt-Out tool.

- You can learn more about online advertising and privacy at the DAA's website.

We comply with opt-out requests by placing an "opt-out cookie" on your computer or device. Consequently, if you clear your Cookies on that computer or device, we will not be able to read our "opt-out cookie" and may resume collecting information from that computer or device for purposes of retargeting. Similarly, an opt-out request will not be effective on other browsers, computers, or devices you may use if you have not opted out while using that browser, computer, or device.

Please note Cookies are browser and device specific, so you must opt out on all of the browsers (e.g. Chrome, Safari) and devices (e.g. laptop, smartphones) you use.

Mobile Advertising IDs or MAIDs

- You can opt-out of our use of Mobile Advertising IDs or MAIDs set by Android devices via the Neustar Choice Portal link in the Privacy Choices page on our website. Because Apple does not disclose their IDFA to users, we are not able to establish a block based on an Apple MAID (IDFA) in our system.

In addition:

- Apple's iOS IDFA can be reset by the user at any time. Users can opt out of all remarketing by enabling a device setting called "Limit Ad Tracking" (LAT), which restricts advertisers from using the IDFA for behavioral advertising. You can learn how to limit ad tracking on your iOS device or to reset your IDFA here: IDFA Opt-Out.

- Similar to IDFA for Apple devices, Android devices pass the Google Advertising ID, which provides the same type of device-specific, unique, resettable ID for advertising as Apple IDFA or IFA. You can learn more about how identifiers on mobile devices are used for advertising and receive instruction for how to opt out of mobile advertising on the Google Privacy & Terms webpage.

Please note MAIDs are device specific, so you must opt out each mobile device (e.g. smart phone, tablet) that you use.

Accountability

Self-Regulatory Bodies

Neustar is a member of the Network Advertising Initiative ("NAI"), the Digital Advertising Alliance ("DAA"), and the European Interactive Digital Advertising Alliance (EDAA) and adheres to each organization's Codes and Principles. You can also learn more about online advertising in general on the NAI website, which provides background information on participating companies and permits you to opt-out of receiving tailored online advertising from some or all of its members. For information about the DAA Self-Regulatory Program for Online Behavioral Advertising and to learn more about the Ad Choices icon, visit http://www.aboutads.info/ and http://youradchoices.com/. You may learn more about our participation in the EDAA's program and online behavioral advertising at www.youronlinechoices.eu.
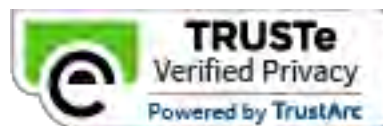
EU-U.S. and U.S.- Swiss Privacy Shield

Neustar, Inc. and its subsidiaries, (i.e., Administrative Services, LLC, Aggregate Knowledge, LLC, Data Solutions Services, LLC, MarketShare Holdings, Inc., Neustar Information Services, Inc., Registry Services, LLC, and Security Services, LLC) participate in and have certified their compliance with the

EU-U.S. and U.S.-Swiss Privacy Shield Framework. We are committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield Framework website. Information about Neustar's Privacy Shield certification is available on the Privacy Shield List.

Neustar is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. We comply with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Neustar is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at feedback-form.

Under certain conditions, more fully described on the Privacy Shield Framework website, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

All European residents may also opt-out of the use of Cookies for online advertising at: www.youronlinechoices.eu or on our Privacy Choices page.

Security

Neustar has implemented policies that include reasonable administrative, technical, and physical safeguards designed to protect PII against unauthorized access, use, or disclosure.

Children

Neustar does not knowingly collect information from children under 13, and we do not create marketing segments or knowingly enable advertising targeted to children under 18.

Policy Changes

This Policy may change from time to time, in which case we will revise the "Updated" date. We will post any privacy policy changes on this page and, if the changes are significant (also known as material changes), we will provide more prominent notice on this site prior to the changes becoming effective and indicate at the top of the policy when it was most recently updated. Changes we determine to be material to this policy will become effective 30 days after posting.

Information for California Residents

Pursuant to Section 1798.83 of the California Civil Code, residents of California who have an established business relationship with Neustar may request certain information with respect to the PII we share with third parties for those third parties' direct marketing purposes. To exercise your rights, email us at privacy@team.neustar.

Information for EEA Residents

Neustar honors confirmation, access, correction, objection, and erasure rights of Data Subjects under the EU's General Data Protection Regulation (GDPR). If you are resident in the European Economic Area (EEA), please access the Neustar Choice Portal link in the Privacy Choices page on our website using an IP Address in the EEA to access our GDPR Data Subject access portal. If you are an EEA resident but unable to access the portal from an IP Address in Europe, please contact us at privacy@team.neustar to initiate a manual process.

Contact Us

Neustar Privacy
21275 Ridgetop Circle
Sterling, VA 20166
privacy@team.neustar

Data Protection Officer:

J. Beckwith Burr

Neustar, Inc.

21275 Ridgetop Circle

Sterling, VA 20166

privacy@team.neustar

EU Representative:

Neustar (UK) Limited/MarketShare Partners EMEA Ltd.

Attn: DPO

21 Palmer Street

London

SW1H 0AD

privacy@team.neustar

usTLD Dispute Resolution Policy

1.Purpose - This usTLD Dispute Resolution Policy (the "Policy") has been adopted by the United States Department of Commerce ("DOC"). It is incorporated by reference into the usTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the usTLD (as the "Registry") over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for the usTLD Dispute Resolution Policy (the "Rules"), which are attached hereto, and the selected administrative-dispute-resolution service provider's supplemental rules.

2.Your Representations - By applying to register a domain name, registering a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your usTLD Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3.Cancellations, Transfers, and Changes - We will cancel, transfer or otherwise make changes to a domain name registration that is subject to this Policy under the following circumstances:

a.Subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
b.Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction in the United States, requiring suc h action; and/or
c.Our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by the DOC.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your usTLD Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding - This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at http://www.neustar.us/policies/dispute_providers.html (each, a "Provider").

a.Applicable Disputes—You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the applicable Provider, in compliance with the Rules, that:

i.Your domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
ii.You have no rights or legitimate interests in respect of the domain name; and
iii.Your domain name has been registered in bad faith or is being used in bad faith.

In the administrative proceeding, the Complainant must prove that each of these three elements is present.

b.Evidence of Registration or Use in Bad Faith—For the purposes of Paragraph 4(a)(1)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration or use of a domain name in bad faith:

i.Circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name;

ii.You have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name;

iii.You have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

iv.By using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on- line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c.How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint—When you receive a complaint, you should refer to the Rules in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

i.You are the owner or beneficiary of a trade or service mark that is identical to the domain name;
ii.Before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services;
iii.You (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
iv.You are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d.Selection of Provider—The Complainant shall select the Provider from among those approved by DOC by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e.Initiation of Proceeding and Process and Appointment of Administrative Panel—The Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f.Consolidation—In the event of multiple disputes between you and a Complainant, either you or the Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by DOC.

g.Fees—All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel

from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules, in which case all fees will be split evenly by you and the Complainant.

h.Our Involvement in Administrative Proceedings—We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel. i.Remedies—The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the Complainant.

j.Notification and Publication—The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k.Availability of Court Proceedings—The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3 of the Rules. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5.All Other Disputes and Litigation - All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6.Our Involvement in Disputes - We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7.Maintaining the Status Quo - We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8.Transfers During a Dispute

a.Transfers of a Domain Name to a New Holder—You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen

(15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b.Changing Registrars—You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9.Policy Modifications - We reserve the right to modify this Policy at any time with the permission of DOC. We will post our revised Policy at http://www.neustar.us/policies/ at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Rules for the usTLD Dispute Resolution Policy (the "Rules")

Administrative proceedings for the resolution of disputes under the usTLD Dispute Resolution Policy adopted by DOC shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain name registration.
DOC refers to the United States Department of Commerce.
Mutual Jurisdiction means a court jurisdiction in the United States at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time a complaint is submitted to a Provider. If neither (a) or (b) are located within the United States, then Mutual Jurisdiction shall lie in solely in the Commonwealth of Virginia.
Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain name registration.
Panelist means an individual appointed by a Provider to be a member of a Panel.
Party means a Complainant or a Respondent.
Policy means the usTLD Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider approved by DOC. A list of such Providers appears at http://www.neustar.us/policies/dispute_providers.html.

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain name holder.

Respondent means the holder of a domain name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain name holder of a domain name.

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

Written Notice means hard copy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint to the Respondent by the means specified herein. Written notice does not include a hard copy of the complaint itself or of any annexes.

2. Communications

a. Any written communication required under these Rules shall be made electronically (a record of the transmission being available). Additionally, when notifying the Respondent of the complaint as required in Paragraph 4, the Provider shall provide specific notification as follows: i. sending Written Notice of the complaint to all postal-mail and facsimile addresses shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and ii. sending the complaint in electronic form by e-mail to the e-mail addresses for those technical, administrative, and billing contacts. Annexes may be transmitted via email or via a web-based portal offered by the Provider. b. Any communication to the Provider or the Panel shall be made in accordance with the Provider's Supplemental Rules.

c. All communications shall be made in the language prescribed in Paragraph 11.

d. Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

e. Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

i. If delivered by facsimile transmission, on the date shown on the confirmation of transmission;
ii. If by postal or courier service, on the date marked on the receipt; or
iii. If via the Internet, including a Provider's web-based portal, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

f. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).

g. Except as otherwise provided in these Rules, any communication by:

i. A Panel to any Party shall be copied to the Provider and to the other Party;
ii. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and

iii. A Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

h. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i).

i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Provider of the circumstances of the notification.

3. The Complaint

a. Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by DOC. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

b. The complaint shall be submitted entirely in electronic form, in accordance with Paragraph 2(b).

c. The complaint shall:

i. Request that the complaint be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;
ii. Provide the full name, postal and e- mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
iii. Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);
iv. Designate whether Complainant elects to have the dispute decided by a single member or a three-member Panel and, in the event Complainant elects a three member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any DOC-approved Provider's list of panelists);
v. Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
vi. Specify the domain name(s) that is/are the subject of the complaint;
vii. Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
viii. Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (the Complainant may also separately describe other goods and;
ix. Describe, in accordance with the Policy, the grounds on which the complaint is made including,
(1) The extent to which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
(2) Why the Respondent (domain name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and
(3) Why the domain name(s) should be considered as having been registered or used in bad faith. (The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) and 4(c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);
x. Specify, in accordance with the Policy, the remedies sought;

xi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

xii. Identify the Mutual Jurisdiction to which the Complainant(s) will submit, with respect to any challenges to a decision in the administrative proceeding to transfer the domain name as follows:

"The Complainant hereby designates [identify precisely the court jurisdiction] as the Mutual Jurisdiction, for the purposes of challenges to a decision in the administrative proceeding to cancel or transfer the domain name."

xiii. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the disputeresolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Department of Commerce, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument"; and

xiv. Annex any documentary or other evidence and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

d. The complaint may relate to more than one domain name, provided that the same domain name holder registers the domain names.

4. Notification of Complaint

a. The Provider shall, within one business day of receiving the complaint, notify the Registrar of the dispute and request a lock of the domain name(s) and current registrant information.

b. The Registrar shall provide the requested information, including a confirmation of the lock, within 2 business days.

c. The Provider shall review the complaint for formal compliance with the Policy and the Rules. If the complaint is found to be in compliance, the Provider shall notify it to the Respondent, in the manner prescribed by Paragraph 2(a). For the purposes of notifying the Complainant, the Provider shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.

d. If the Provider finds the complaint to be formally deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

e. The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

f. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and DOC of the date of commencement of the administrative proceeding.

5. The Response

a. Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

b. The response shall be submitted entirely in electronic form in accordance with Paragraph 2(b).

c. The response shall:

i. Specifically respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain registration and use of the disputed domain name;
ii. Provide the name, postal and e- mail addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
iii. Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (where applicable);
iv. If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;
v. If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any DOC-approved Provider's list of panelists);
vi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
vii. Conclude with the following statement followed by the signature of the Respondent or its authorized representative:
"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good- faith and reasonable argument."; and
viii. Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

d. If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one- half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

e. At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the Provider approves the stipulation.

f. If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

a. Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

b. If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider,

or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single member Panel shall be paid entirely by the Complainant.

c. If either the Complainant or the Respondent elects to have the dispute decided by a three member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three- member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

d. Unless it has already elected a three- member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three- member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any DOC-approved Provider's list of panelists.

e. In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

f. Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence - A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel - No Party or anyone acting on its behalf may have any unilateral communication with the Panel.

9. Transmission of the File to the Panel - The Provider shall forward the case file as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

b. In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

c. The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

d. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

e. A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings - All communications shall be made in English.

12. Further Statements - In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings - There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default

a. In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

b. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences there from as it considers appropriate.

15. Panel Decisions

a. A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

b. In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

c. In the case of a three-member Panel, the majority shall make the Panel's decision.

d. The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

e. Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

a. Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and DOC. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and DOC the date for the implementation of the decision in accordance with the Policy.

b. Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any

decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

a. If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

b. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three- member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

c. If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

d. In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability - Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

21. Amendments - The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of DOC.

usTLD Rapid Suspension Dispute Resolution Policy and Rules

1. Complaint

1.1 Filing the Complaint

1.1.1 Proceedings are initiated by electronically filing with a usRS Provider a Complaint outlining the trademark rights and the actions complained of entitling the trademark holder to relief.

1.1.2 Each Complaint must be accompanied by the appropriate fee, which is under consideration. The fees are non-refundable.

1.1.3 One Complaint is acceptable for multiple related companies against one Registrant, but only if the companies complaining are related. Multiple Registrants can be named in one Complaint only if it can be shown that they are in some way related.

1.2 Contents of the Complaint

The Complaint will be submitted using a form made available by the Provider. The Form Complaint shall include space for the following:

1.2.1 Name, email address and other contact information for the Complaining Party (Parties).

1.2.2 Name, email address and contact information for any person authorized to act on behalf of Complaining Parties.

1.2.3 Name of Registrant (i.e. relevant information available from Whois) and Whois listed available contact information for the relevant domain name(s).

1.2.4 The specific domain name(s) that are the subject of the Complaint. For each domain name, the Complainant shall include a copy of the currently available Whois information and a description and copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the Complaint.

1.2.5 The specific trademark/service marks upon which the Complaint is based and pursuant to which the Complaining Parties are asserting their rights to them, for which goods and in connection with what services.

1.2.6 An indication of the grounds upon which the Complaint is based setting forth facts showing that the Complaining Party is entitled to relief, namely:

1.2.6.1. that the registered domain name is identical or confusingly similar to a word mark: (i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty in effect at the time the usRS complaint is filed.
a. Use can be shown by demonstrating that evidence of use – which can be a declaration and one specimen of current use in commerce– was submitted to, and validated by, the Trademark Clearinghouse)
b. Proof of use may also be submitted directly with the usRS Complaint. and

1.2.6.2. that the Registrant has no legitimate right or interest to the domain name; and

1.2.6.3. that the domain was registered or is being used in bad faith.
A non-exclusive list of circumstances that demonstrate bad faith registration and use by the Registrant include:
a. Registrant has registered or acquired the domain name primarily for the purpose of selling, renting or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of documented out-of pocket costs directly related to the domain name; or

b. Registrant has registered the domain name in order to prevent the trademark holder or service mark from reflecting the mark in a corresponding domain name, provided that Registrant has engaged in a pattern of such conduct; or

c. Registrant registered the domain name primarily for the purpose of disrupting the business of a competitor; or

d. By using the domain name Registrant has intentionally attempted to attract for commercial gain, Internet users to Registrant's web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of Registrant's web site or location or of a product or service on that web site or location.

1.2.7 A box in which the Complainant may submit up to 500 words of explanatory free form text.

1.2.8. An attestation that the Complaint is not being filed for any improper basis and that there is a sufficient good faith basis for filing the Complaint.

2. Fees

2.1 Fees as set for in the Provider's fee schedule shall be submitted with the filed Complaint.

2.2 Complaints listing fifteen (15) or more disputed domain names registered by the same registrant will be subject to a Response Fee which will be refundable to the prevailing party. Under no circumstances shall the Response Fee exceed the fee charged to the Complainant.

3. Administrative Review

3.1 Complaints will be subjected to an initial administrative review by the usRS Provider for compliance with the filing requirements. This is a review to determine that the Complaint contains all of the necessary information, and is not a determination as to whether a prima facie case has been established.

3.2 The Administrative Review shall be conducted within two (2) business days of submission of the Complaint to the usRS Provider.

3.3 Given the rapid nature of this Procedure, and the intended low level of required fees, there will be no opportunity to correct inadequacies in the filing requirements.

3.4 If a Complaint is deemed non-compliant with filing requirements, the Complaint will be dismissed without prejudice to the Complainant filing a new complaint. The initial filing fee shall not be refunded in these circumstances.

4. Notice and Locking of Domain

4.1 Upon completion of the Administrative Review, the usRS Provider must immediately notify the Registry Operator (via email) after the Complaint has been deemed compliant with the filing requirements. Registry Operator notice shall include a copy of the Complaint. Within 24 hours of receipt of the Notice of Complaint from the usRS Provider, the Registry Operator shall "lock" the domain, meaning the registry shall restrict all changes to the registration data, including transfer and deletion of the domain names, but the name will continue to resolve. The Registry Operator will notify the usRS Provider immediately upon locking the domain name ("Notice of Lock").

4.2 Within 24 hours after receiving Notice of Lock from the Registry Operator, the usRS Provider shall notify the Registrant of the Complaint ("Notice of Complaint"), sending a hard copy of the Notice of Complaint to the addresses listed in the Whois contact information, and providing an electronic copy of the Complaint, advising of

the locked status, as well as the potential effects if the Registrant fails to respond and defend against the Complaint. The Notice of Complaint shall be in English.

4.3 The Notice of Complaint to the Registrant shall be sent through email, fax (where available) and postal mail. The Complaint and accompanying exhibits, if any, shall be served electronically.

4.4 The usRS Provider shall also electronically notify the Registrar of record for the domain name at issue.

5. The Response

5.1 A Registrant will have 14 Calendar Days from the date the usRS Provider sent its Notice of Complaint to the Registrant to electronically file a Response with the usRS Provider.

Upon receipt, the Provider will electronically send a copy of the Response, and accompanying exhibits, if any, to the Complainant.

5.2 Respondent shall pay a Response Fee as set forth in section 2.2 above if the Complaint lists fifteen (15) or more disputed domain names against the same Registrant. In the case of fifteen (15) or more disputed domain names, the Response Fee will be refundable to the prevailing party. No additional filing fee will be charged if the Registrant files its Response prior to being declared in default or not more than thirty (30) Calendar Days following a Default Determination. For Responses filed more than thirty (30) Calendar Days after a Default Determination, regardless of the number of domain names in the Complaint, shall pay a reasonable non-refundable fee set forth in the Provider Supplemental Rules for re-examination (in addition to any applicable Response Fee required in usRS Procedure 2.2).

5.3 Upon request by the Registrant, a limited extension of time to respond may be granted by the usRS Provider if there is a good faith basis for doing so and if the request is received during the Response period, after Default, or not more that thirty (30) Calendar Days after Determination. In no event shall the extension be for more than seven (7) Calendar Days.

5.4 The Response shall be no longer than 2,500 words, excluding attachments, and the content of the Response should include the following:

5.4.1 Confirmation of Registrant data.
5.4.2 Specific admission or denial of each of the grounds upon which the Complaint is based.
5.4.3 Any defense which contradicts the Complainant's claims.
5.4.4 A statement that the contents are true and accurate.

5.5 In keeping with the intended expedited nature of the usRS and the remedy afforded to a successful Complainant, affirmative claims for relief by the Registrant will not be permitted except for an allegation that the Complainant has filed an abusive Complaint.

5.6 Once the Response is filed, and the usRS Provider determines that the Response is compliant with the filing requirements of a Response (which shall be on the same day), the Complaint, Response and supporting materials will immediately be sent to a qualified Examiner, selected by the usRS Provider, for review and Determination. All materials submitted are considered by the Examiner.

5.7 The Response can contain any facts refuting the claim of bad faith registration by setting out any of the following circumstances:

5.7.1 Before any notice to Registrant of the dispute, Registrant's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

5.7.2 Registrant (as an individual, business or other organization) has been commonly known by the domain name, even if Registrant has acquired no trademark or service mark rights; or

5.7.3 Registrant is making a legitimate or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

Such claims, if found by the Examiner to be proved based on its evaluation of all evidence, shall result in a finding in favor of the Registrant.

5.8 The Registrant may also assert Defenses to the Complaint to demonstrate that the Registrant's use of the domain name is not in bad faith by showing, for example, one of the following:

5.8.1 The domain name is generic or descriptive and the Registrant is making fair use of it.

5.8.2 The domain name sites are operated solely in tribute to or in criticism of a person or business that is found by the Examiner to be fair use.

5.8.3 Registrant's holding of the domain name is consistent with an express term of a written agreement entered into by the disputing Parties and that is still in effect.

5.8.4 The domain name is not part of a wider pattern or series of abusive registrations because the Domain Name is of a significantly different type or character to other domain names registered by the Registrant.

5.9 Other factors for the Examiner to consider:

5.9.1 Trading in domain names for profit, and holding a large portfolio of domain names, are of themselves not indicia of bad faith under the usRS. Such conduct, however, may be abusive in a given case depending on the circumstances of the dispute. The Examiner must review each case on its merits.

5.9.2 Sale of traffic (i.e. connecting domain names to parking pages and earning click- per-view revenue) does not in and of itself constitute bad faith under the usRS. Such conduct, however, may be abusive in a given case depending on the circumstances of the dispute. The Examiner will take into account:

5.9.2.1. the nature of the domain name;

5.9.2.2. the nature of the advertising links on any parking page associated with the domain name; and

5.9.2.3. that the use of the domain name is ultimately the Registrant's responsibility.

6. Default

6.1 If at the expiration of the 14 Calendar Day Response period (or extended period if granted), the Registrant does not submit an answer, the Complaint proceeds to Default.

6.2 In either case, the Provider shall provide Notice of Default via email to the Complainant and Registrant, and via mail and fax to Registrant. During the Default period, the Registrant will be prohibited from changing content found on the site to argue that it is now a legitimate use and will also be prohibited from changing the Whois information.

6.3 All Default cases proceed to Examination for review on the merits of the claim.

6.4 If after Examination in Default cases, the Examiner rules in favor of Complainant, Registrant shall have the right to seek relief from Default via de novo review by filing a Response at any time up to six months after the date of

the Notice of Default. The Registrant will also be entitled to request an extension of an additional six months if the extension is requested before the expiration of the initial six-month period.

6.5 If a Response is filed after: (i) the Respondent was in Default (so long as the Response is filed in accordance with 6.4 above); and (ii) proper notice is provided in accordance with the notice requirements set forth above, the domain name shall again resolve to the original IP address as soon as practical, but shall remain locked as if the Response had been filed in a timely manner before Default. The filing of a Response after Default is not an appeal; the case is considered as if responded to in a timely manner.

6.5 If after Examination in Default case, the Examiner rules in favor of Registrant, the Provider shall notify the Registry Operator to unlock the name and return full control of the domain name registration to the Registrant.

7. Examiners

7.1 One Examiner selected by the Provider will preside over a usRS proceeding.

7.2 Examiners should have demonstrable relevant legal background, such as in trademark law, and shall be trained and certified in usRS proceedings. Specifically, Examiners shall be provided with instructions on the usRS elements and defenses and how to conduct the examination of a usRS proceeding.

7.3 Examiners used by any given usRS Provider shall be rotated to the extent feasible to avoid forum or examiner shopping. usRS Providers are strongly encouraged to work equally with all certified Examiners, with reasonable exceptions (such as non- performance, or malfeasance) to be determined on a case by case analysis.

8. Examination Standards and Burden of Proof

8.1 The standards that the qualified Examiner shall apply when rendering its Determination are whether:

8.1.1 The registered domain name is identical or confusingly similar to a word mark: (i) for which the Complainant holds a valid national or regional registration and that is in current use; or (ii) that has been validated through court proceedings; or (iii) that is specifically protected by a statute or treaty currently in effect and that was in effect at the time the usRS Complaint is filed; and
8.1.1.1 Use can be shown by demonstrating that evidence of use – which can be a declaration and one specimen of current use – was submitted to, and validated by, the Trademark Clearinghouse.
8.1.1.2 Proof of use may also be submitted directly with the usRS Complaint.
8.1.2 The Registrant has no legitimate right or interest to the domain name; and
8.1.3 The domain was registered or is being used in a bad faith.

8.2 The burden of proof shall be clear and convincing evidence.

8.3 For a usRS matter to conclude in favor of the Complainant, the Examiner shall render a Determination that there is no genuine issue of material fact. Such Determination may include that: (i) the Complainant has rights to the name; and (ii) the Registrant has no rights or legitimate interest in the name. This means that the Complainant must present adequate evidence to substantiate its trademark rights in the domain name (e.g., evidence of a trademark registration and evidence that the domain name was registered or is being used in bad faith in violation of the usRS).

8.4 If the Examiner finds that the Complainant has not met its burden, or that genuine issues of material fact remain in regards to any of the elements, the Examiner will reject the Complaint under the relief available under the usRS. That is, the Complaint shall be dismissed if the Examiner finds that evidence was presented or is available

to the Examiner to indicate that the use of the domain name in question is a non-infringing use or fair use of the trademark.

8.5 Where there is any genuine contestable issue as to whether a domain name registration and use of a trademark are in bad faith, the Complaint will be denied, the usRS proceeding will be terminated without prejudice, e.g., a usRS Appeal, .usDRP, or a court proceeding may be utilized. The usRS is not intended for use in any proceedings with open questions of fact, but only clear cases of trademark abuse.

8.6 To restate in another way, if the Examiner finds that all three standards are satisfied by clear and convincing evidence and that there is no genuine contestable issue, then the Examiner shall issue a Determination in favor of the Complainant. If the Examiner finds that any of the standards have not been satisfied, then the Examiner shall deny the relief requested, thereby terminating the usRS proceeding without prejudice to the Complainant to proceed with an action in court of competent jurisdiction or under the .usDRP.

9. Determination

9.1 There will be no discovery or hearing; the evidence will be the materials submitted with the Complaint and the Response, and those materials will serve as the entire record used by the Examiner to make a Determination.

9.2 If the Complainant satisfies the burden of proof, the Examiner will issue a Determination in favor of the Complainant. The Determination will be published on the usRS Provider's website. However, there should be no other preclusive effect of the Determination other than the usRS proceeding to which it is rendered.

9.3 If the Complainant does not satisfy the burden of proof, the usRS proceeding is terminated and full control of the domain name registration shall be returned to the Registrant.

9.4 Determinations resulting from usRS proceedings will be published by the usRS Provider on the Provider's website in accordance with the Rules.

9.5 Determinations shall also be emailed by the usRS Provider to the Registrant, the Complainant, the Registrar, and the Registry Operator, and shall specify the remedy and required actions of the Registry Operator to comply with the Determination.

9.6 To conduct usRS proceedings on an expedited basis, examination should begin immediately upon the earlier of the expiration of a fourteen (14) day Response period (or extended period if granted), or upon the submission of the Response. A Determination shall be rendered on an expedited basis, with the stated goal that it be rendered within three (3) Business Days from when Examination began. Absent extraordinary circumstances, however, Determinations must be issued no later than five (5) days after the Response is filed.

10. Remedy

10.1 If the Determination is in favor of the Complainant, the decision shall be immediately transmitted to the Registry Operator, the Complainant, the Respondent and the Registrar.

10.2 Immediately upon receipt of the Determination, the Registry Operator shall suspend the domain name, which shall remain suspended for the balance of the registration period and would not resolve to the original web site. The Registry Operator shall cause the nameservers to redirect to an informational web page provided by the usRS Provider about the usRS. The usRS Provider shall not be allowed to offer any other services on such page, nor shall it directly or indirectly use the web page for advertising purposes (either for itself or any other third party). The Whois for the domain name shall continue to display all of the information of the original Registrant except for the

redirection of the nameservers. In addition, the Registry Operator shall cause the Whois to reflect that the domain name will not be able to be transferred, deleted or modified for the life of the registration.

10.3 There shall be an option for a successful Complainant to extend the registration period for one additional year at commercial rates.

10.4 No other remedies should be available in the event of a Determination in favor of the Complainant.

10.5 If the Examiner rules in favor of Respondent, the Provider shall notify the Registry Operator to unlock the name and return full control of the domain name registration to the Registrant.

11. Abusive Complaints

11.1 The usRS shall incorporate penalties for abuse of the process by trademark holders.

11.2 A Complaint may be deemed abusive if the Examiner determines:

11.2.1 it was presented solely for improper purpose such as to harass, cause unnecessary delay, or needlessly increase the cost of doing business; and
11.2.2 (i) the claims or other assertions were not warranted by any existing law or the usRS standards; or (ii) the factual contentions lacked any evidentiary support

11.3 An Examiner may find that Complaint contained a deliberate material falsehood if it contained an assertion of fact, which at the time it was made, was made with the knowledge that it was false and which, if true, would have an impact on the outcome on the usRS proceeding.

11.4 In the event a party is deemed to have filed two (2) abusive Complaints, or one (1) "deliberate material falsehood," that party shall be barred from utilizing the usRS for one-year following the date of issuance of a Determination finding a complainant to have: (i) filed its second abusive complaint; or (ii) filed a deliberate material falsehood.

11.5 Two findings of "deliberate material falsehood" shall permanently bar the Complainant from utilizing the usRS.

11.6 usRS Providers shall identify and track barred parties, and parties whom Examiners have determined submitted abusive complaints or deliberate material falsehoods.

11.7 The dismissal of a complaint for administrative reasons or a ruling on the merits, in itself, shall not be evidence of filing an abusive complaint.

11.8 A finding that filing of a complaint was abusive or contained a deliberate materially falsehood can be appealed solely on the grounds that an Examiner abused his/her discretion, or acted in an arbitrary or capricious manner.

12. Appeal

12.1 Either party shall have a right to seek a de novo appeal of the Determination based on the existing record within the usRS proceeding for a reasonable fee to cover the costs of the appeal. An appellant must identify the specific grounds on which the party is appealing, including why the appellant claims the Examiner's Determination was incorrect.

12.2 The fees for an appeal shall be borne by the appellant. A limited right to introduce new admissible evidence that is material to the Determination will be allowed upon payment of an additional fee, provided the evidence

clearly pre-dates the filing of the Complaint. The Appeal Panel, to be selected by the Provider, may request, in its sole discretion, further statements or documents from either of the Parties.

12.3 Filing an appeal shall not change the domain name's resolution. For example, if the domain name no longer resolves to the original nameservers because of a Determination in favor or the Complainant, the domain name shall continue to point to the informational page provided by the usRS Provider. If the domain name resolves to the original nameservers because of a Determination in favor of the registrant, it shall continue to resolve during the appeal process.

12.4 An Appeal must be filed within fourteen (14) days after a Default or Final Determination is issued and any Response must be filed fourteen (14) days after an appeal is filed.

12.5 Notice of Appeal and findings by the Appeals Panel shall be sent by the usRS Provider electronically to the Registrant, the Complainant, the Registrar, and the Registry Operator.

12.6 The Providers' rules and procedures for appeals, other than those stated above, shall apply.

13. Other Available Remedies

The usRS Determination shall not preclude any other remedies available to the appellant, such as usDRP (if appellant is the Complainant), or other remedies as may be available in a court of competent jurisdiction. A usRS Determination for or against a party shall not prejudice the party in usDRP or any other proceedings.

usRS Rules

These Rules are in effect for all usRS proceedings. usRS proceedings shall be governed by these Rules and the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supersede.

1. Definitions

In these Rules:

Business Day: means a working day as defined by the Provider in its Supplemental Rules.

Calendar Day: means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates. Provider Supplemental Rules may further define this term.

Complainant: means the party initiating a usRS complaint concerning a domain name registration.

Determination: means a written outcome of a usRS proceeding. Determinations may be made at the point of default, after a response, or after an appeal and may be referred to as Default Determination, Final Determination, or Appeal Determination.

Examiner: means an individual appointed by a Provider to make a Determination.

Mutual Jurisdiction: means a court jurisdiction in the United States at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time a complaint is submitted to a Provider. If neither (a) or (b) are located within the United States, then Mutual Jurisdiction shall lie in solely in the Commonwealth of Virginia.

New gTLD: generic top-level domains introduced in the root after 1 January 2013

Provider: means a dispute resolution service provider approved by the usTLD administrator for handling usRS cases. Official usRS service providers can be found at http://www.Neustar.us/us-uniform-rapid-suspension-service/.

Registry Operator: means the entity responsible for operating the top level domain in which a disputed domain name is registered.

Registrar: means the entity with which the Respondent has registered a domain name that is the subject of a usRS complaint.

Registrant: means the holder of a domain name.

Respondent: means the holder of a domain name registration against which a usRS complaint is initiated.

Supplemental Rules means the rules adopted by the Provider administering a usRS proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the usRS text or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Examiner, and the form of cover sheets.

usRS Procedure refers to the .us Uniform Rapid Suspension System Procedure (currently found at), which these Rules and the Provider's Supplemental Rules enhance and explain.

2. Communications

(a) When forwarding a Complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending the Notice of Complaint to all email, postal-mail and facsimile addresses shown in the domain name's registration data in the Whois database for the registered domain-name holder, the technical contact, and the administrative contact, as well as to any email addresses for the Respondent provided by the Complainant; and
(ii) providing the Complaint, including any annexes, in electronic form, either via email to the email addresses mentioned in (i) above, or via an email link to an online platform requiring users to create an account.

(b) Except as provided in Rule 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).

(c) Any communication to the Provider or the Examiner shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in English.

(e) Either Party may update its contact details by notifying the Provider, the Registry Operator, and the Registrar.

(f) Except as otherwise provided in these Rules, or decided by an Examiner, all communications provided for under these Rules shall be deemed to have been made:

(i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable
(ii) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:
(iii) if by postal or courier service, on the date marked on the receipt.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Rule 2(f).

(h) Any communication subsequent to the Notice of Complaint as defined in Rule 2(a) by

(i) an Examiner via the Provider to any Party shall be copied by the Provider to the other Party;
(ii) the Provider to any Party shall be copied to the other Party; and
(iii) a Party shall be copied to the other Party, to the Provider and by the Provider to the Examiner, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Notice of Complaint to the Respondent by post and/or facsimile under Rule 2(a)(i).

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances. Further proceedings concerning the communication and any response shall be as directed by the Provider.

3. The Complaint

(a) Any person or entity may initiate a usRS proceeding by submitting a Complaint in accordance with the usRS Procedure, these Rules and the approved Supplemental Rules of the Provider administering the proceeding.

(b) The Complaint, including any annexes, shall be submitted using an electronic form made available by the Provider and shall:

(i) Request that the Complaint be submitted for determination in accordance with the usRS Procedure, these Rules and the Provider's Supplemental Rules;
(ii) Provide the name, contact person, postal and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the usRS proceeding;
(iii) Provide the name of the Respondent and all other relevant contact information from the Whois record as well as all information known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to notify the Respondent of the complaint as described in Rule 2(a);
(iv) Specify the domain name(s) that is/are the subject of the Complaint. The Complainant shall include a copy of the currently available Whois information and a copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the complaint;
(v) Specify the trademark(s) or service mark(s) on which the complaint is based and the goods or services with which the mark is used including evidence of use – which can be a declaration and a specimen of current use in commerce - submitted directly or by including a relevant SMD (Signed Mark Data) from the Trademark Clearinghouse;
(vi) Identify which usRS Procedure elements (usRS 1.2.6) the Complainant contends are being violated by Respondent's use of the domain name. This will be done by selecting the elements from usRS Procedure section 1.2.6 that apply from the list provided on the Provider's Complaint form;
(vii) An optional explanatory statement of no more than 500 words in a separate free form text box;
(viii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

(ix) State that Complainant will submit, with respect to any challenges to a determination in the usRS proceeding, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;

(x) Conclude with agreement to the following statement:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the United States Department of Commerce, as well as their directors, officers, employees, and agents.

Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.";

(c) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

(d) The Complaint shall be accompanied by the filing fee, as set forth in the Provider's Supplemental Rules. If fees are not paid within one (1) Business Day of filing, as determined at the location of the Provider, the Complaint shall be automatically dismissed.

(e) The Complaint will not be accepted if the Provider's check of the Repository (see Rule 17) finds the Complainant has exceeded its quota of Abusive Complaints.

(f) usRS Complaints may only be filed against domain names registered in the usTLD.

(g) A usRS Complaint may not be filed against a domain name that is part of an open and active usRS, usDRP, or usNDP case.

(h) The Provider's Supplemental Rules will specify how the Respondent shall be identified in cases where the domain name is registered with a privacy/proxy service.

4. Notice of Complaint and Locking of Domain

(a) The Provider shall include a copy of the Complaint in its notice to the Registry Operator.

(b) The Notice of Complaint to the Respondent shall be transmitted in English.

(c) The electronic copy of the Notice of Complaint may be provided via email or an emailed link to an online platform requiring users to create an account.

5. The Response

(a) The Response shall:

(i) Provide the name, postal and email addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the usRS proceeding;
(ii) Respond specifically to each of the grounds upon which the Complaint is based and include any defense which contradicts the Complainant's claims;
(iii) Respondent may request a finding that the Complaint was brought in abuse of the proceedings per usRS Procedure Paragraph(s) 11.2 and/or 11.3;

(iv) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

(v) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative:

"Respondent agrees that its claims and remedies concerning the dispute, or the dispute's resolution, shall be solely against the Complainant and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the United States Department of Commerce, as well as their directors, officers, employees, and agents.

Respondent certifies that the information contained in this Response is, to the best of Respondent's knowledge, complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(vi) Annex any documentary or other evidence upon which the Respondent relies.

(e) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider. Requests for an extension of time shall comply with the Provider's Supplemental Rules.

(f) No affirmative claims for relief by the Respondent will be permitted except for an allegation that the Complainant has filed an abusive Complaint.

(g) The Provider's compliance check for a Response shall at least consist of: (1) ascertaining the Response has been filed in a language acceptable under the Rules for that case; and (2) checking for payment of required fees.

(h) The Response must be accompanied by payment of the Response fee or Reexamination fee, as appropriate in relevant cases. If a required fee is not paid within one (1) Business Day, the Response will not be considered and the case may proceed as a Default.

(i) If the Response is determined to be non-compliant for reasons other than non-payment, the Examiner is permitted to make any reasonable inferences from the inadequacy of the Response.

(j) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Complaint shall proceed to a Default Determination.

(k) The Provider should normally not accept a late Response submitted after the domain name registration has expired, even if submitted before the closing date of the late Response window. The provider may in its Supplemental Rules define justified exceptions from this rule.

6. Examiner

(a) Each Provider shall maintain and publish a publicly available list of Examiners and their qualifications.

(b) An Examiner shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Examiner's impartiality or independence. If, at any stage during the usRS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.

7. Communication Between Parties and the Examiner

No Party or anyone acting on its behalf may have any unilateral communication with the Examiner. All communications between a Party and the Examiner or the Provider shall be made to the Provider in the manner prescribed in the Provider's Supplemental Rules.

8. General Powers of the Examiner

(a) The Examiner shall conduct the usRS proceeding in a manner it considers appropriate in accordance with the usRS Procedure and these Rules.

(b) In all cases, the Examiner shall ensure that the Parties are treated with equality to the extent feasible.

(c) The Examiner shall determine the admissibility, relevance, materiality and weight of the evidence.

(d) If one or more domain names are registered with a privacy or proxy service, or the nominal registrant changes after the complaint is filed, it shall be the sole discretion of the Examiner to determine if the respondents are sufficiently related and to dismiss the Complaint with respect to any unrelated domain names. The Examiner may rely on information submitted by the Complainant and/or the Respondent(s) in making its finding.

9. Language of Proceedings

The language of the proceedings shall be English.

10. Further Statements

In order to ensure expedience of the proceeding, the Examiner may not request further statements or documents from either of the Parties.

11. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference).

12. Default

(a) If at the expiration of the 14-day Response period (or extended period if granted), the Respondent does not submit an answer, the Complaint proceeds to Default. In case of Default, the Provider shall appoint an Examiner to review the Complaint for a prima facie case, including complete and appropriate evidence.

(b) When a case enters Default, the Provider shall notify the Registry Operator that the Registrant is prohibited from changing content found on the site and that the Registrant is prohibited from changing the Whois information. See usRS Procedure Paragraph 6.2.

(c) The Examiner shall prepare a written Default Determination

(d) If the Examiner finds that the Complainant has made a prima facie case according to the usRS Procedure Paragraph 1.2.6 for any of the domain names in the Complaint, the Default Determination shall so state, including any additional written reasoning the Examiner wishes to append. The Examiner shall order suspension of the domain names for which a prima facie case has been established.

(e) If the Examiner finds that the Complainant has not made a prima facie case according to the usRS Procedure Paragraph 1.2.6, the Default Determination shall so state including any additional written reasoning the Examiner wishes to append. The Provider shall dismiss the Complaint as to the domain names for which a prima facie case is lacking.

(e) If a Response is filed within six (6) months after a Default Determination (or within any extension period granted under usRS Procedure Paragraph 6.4), the Provider shall notify the Registry Operator. The Registry Operator shall modify the nameservers so that the domain name(s) resolve to the relevant IP address(es) for the domain name(s) as soon as practical, but remain locked as if the Response had been filed in a timely manner before Default.

(f) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules, the usRS Procedure or the Provider's Supplemental Rules, the Examiner shall draw such inferences there from as it considers appropriate.

13. Examiner Determination

(a) An Examiner shall make a Determination (Default, Final or Appeal) of a Complaint in accordance with the usRS Procedure, these Rules and any rules and principles of law that it deems applicable.

(b) The Examiner's Determination shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Examiner.

(c) Examiner Determinations shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Examiner concludes that the dispute is not within the scope of the usRS Provider, it shall so state.

(d) If after considering the submissions the Examiner finds that the Complaint was brought in bad faith or was brought primarily to harass the domain name holder, the Examiner shall declare in its Determination that the Complaint was brought in bad faith and constitutes an abuse of the usRS proceeding.

14. Remedies

(a) The sole remedy available to Complainant pursuant to any usRS proceeding before an Examiner shall be limited to suspension of the domain name for the balance of the registration period.

(b) If the Complainant wishes to extend the remedy for an additional year per usRS Procedure Paragraph 10.3, Complainant shall contact the Registry Operator directly regarding this option.

15. Determinations and Publication

(a) The Provider shall publish all Determinations and the dates of implementation on a publicly accessible web site, subject to the considerations in Rule 15 (c) and (d) below. See usRS Procedure Paragraphs 9.2 and 9.4. The portion of any Determination that a Complaint was brought in bad faith (see Rule 17) shall be published.

(b) Determinations are subject to change only to correct typographical and clerical errors and shall not be subject to substantive change at the request of any party.

(c) A Final Determination that changes a Default Determination outcome for the same case, shall replace the Default Determination on the Provider's website, unless the Examiner determines both shall be made available and so states in its Final Determination.

(d) A Final Determination that upholds a Default Determination outcome for the same case may be published together on the Provider's website, or the Final Determination may replace the Default Determination, at the Examiner's discretion.

(e) An Appeal Determination that changes a Default or Final Determination, either the outcome or a finding of abuse, shall replace the Default or Final Determination on the Provider's website, unless the Examiner or Panel determines both shall be made available and so states in its Appeal Determination.

(f) An Appeal Determination that upholds a Default or Final Determination, either the outcome or a finding of abuse, may be published together on the Provider's website, or the Appeal Determination may replace the Default or Final Determination, at the Examiner's discretion.

(g) Determinations related to the same domain names and/or parties, but not part of the same case, need not be linked in any way on the Provider's website.

16. Settlement or Other Grounds for Termination

(a) If, before the Examiner's Determination, the Parties agree on a settlement, the Examiner shall terminate the usRS proceeding.

(b) If, before the Examiner's Determination is made, it becomes unnecessary or impossible to continue the usRS proceeding for any reason, the Examiner shall terminate the proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Examiner.

17. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during a usRS proceeding in respect to the domain-name that is the subject of the Complaint, the Examiner shall have the discretion to decide whether to suspend or terminate the usRS proceeding, or to proceed to a Determination.

(b) In the event that a Party initiates any legal proceedings during the pendency of a usRS proceeding in respect to the domain-name that is the subject of the Complaint, the Party shall promptly notify the Examiner and the Provider. See Rule 7 above.

18. Abusive Complaints

(a) The Examiner may, of its own accord, find that a Complaint is abusive or contains deliberate material falsehoods.

(b) A Respondent may, in its Response, allege that a Complaint was brought in an abuse of the usRS process or contains deliberate material falsehoods.

(c) Any findings by an Examiner as to abusive Complaints or deliberate materials falsehoods shall be so stated in the Determination, along with sufficient rationale to justify the finding to any potential Appeal Panel.

(d) Any Provider registering a case of abuse as described in the usRS Procedure Paragraph 11 shall, within on (1) Business Day submit information of the abuse case to an abuse case database.

(e) The abuse case database shall be electronically accessible to all Providers.

(f) Upon receipt of a Complaint, the Provider shall verify the admissibility of the Complaint against the abuse case database in line with applicable usRS Procedure provisions and dismiss the Complaint if not admissible.

19. Appeal

(a) The Provider is responsible for providing the entire record in the underlying proceeding to the Appeal Panel.

(b) Appellant shall have a limited right to introduce new admissible evidence that is material to the Determination subject to payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint.

(c) Appellee shall not be charged any additional fee and shall have the right to file a Reply to the Appellant's additional statements within the time period identified in the Provider's Supplemental Rules.

(d) If the Respondent prevailed and the domain name is no longer under the Registry Operator's suspension or lock, the Provider shall notify the Registry Operator to re-lock the domain name subject to the outcome of the Appeals process, but the domain name shall continue to resolve per usRS Procedure Paragraph 12.3.

(e) If any domain name that is the subject of an Appeal is expired at the time of the filing of the Appeal, the Provider shall reject the Appeal for want of a remedy, unless the Appeal is only filed under usRS Procedure Paragraph 11.8.

(f) The remedies for an Appeal are limited to:

(i) Affirmation of the Final Determination and the Remedy ordered. If the domain name is suspended, it shall remain suspended. If the domain name is with the Registrant, the Registry Operator shall promptly unlock the domain name following receipt of the Appeal Determination.
(ii) Overruling of the Final Determination and the Remedy ordered. If the domain name is suspended, the Registry Operator shall unlock the name and return full control of the domain name registration to the Registrant. If the domain name is with the Registrant, the Registry Operator shall immediately follow the steps in usRS Procedure Paragraph 10.2 to suspend the domain name.
(iii) Overruling an Examiner's finding that a Complaint was abusive or contained a deliberate material falsehood. The Appeal Panel shall re-issue the Final Determination with changes the Appeal Panel deems appropriate.

(g) The Providers' Supplemental Rules for usRS Appeals, other than those stated above, shall apply.

20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor an Examiner shall be liable to a Party for any act or omission in connection with any usRS proceeding under these Rules.

21. Amendments

The version of these Rules in effect at the time of the submission of the Complaint to the Provider shall apply to the usRS proceeding commenced thereby. These Rules may not be amended without the express written approval of the United States Department of Commerce.

usTLD Nexus Requirements Policy

Registrants in the usTLD must be either:

1. A natural person (i) who is a United States citizen, (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1],

2. A United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories, or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States or a political subdivision thereof, and non-commercial organizations based in the United States) [Nexus Category 2], or

3. A foreign entity or organization that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3].

Prospective Registrants will certify that they have a "bona fide presence in the United States" on the basis of real and substantial lawful connections with, or lawful activities in, the United States of America. This requirement is intended to ensure that only those individuals or organizations that have a substantive lawful connection to the United States are permitted to register for usTLD domain names.

It shall be a continuing requirement that all usTLD domain name Registrants remain in compliance with Nexus. To implement the Nexus requirement, NeuStar will:

- Require that Registrars certify that they enforce the Nexus requirement upon their Registrants, and that Registrars require Registrants to certify tha t they meet the Nexus requirement.

- Conduct a scan of selected registration request information.

- Conduct "spot checks" on Registrant information.

Information Collected From Registrants

To register a name, Registrants (through their Registrars) will be required to provide basic registration information to the Registry. The minimum required information is:

- The domain name registered;

- The IP address and corresponding names of the primary and secondary name servers for the registered name;

- The Registrar name and URL or, where appropriate, the identity of the delegated manager under whom the name is registered;

- The original creation date and term of the registration;

- The name and postal address of the domain name Registrant;

- The name, postal address, e-mail address, voice telephone number, and (where available)fax number of the name holder for the name registered;

- The name, postal address, e- mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and

- The name, postal address, e- mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.

In addition to the above information, Registrants will be required to provide certain additional Nexus information to their Registrars. Except where it is noted below that a registration will be rejected if information is missing, failure of a registration to satisfy the Nexus requirement will result in the name being placed upon a 30-day hold, during which time the Registrar will be notified and given the opportunity to correct the information with the Registrant. If no action is taken by the Registrar within the 30-day period, the registration will be cancelled and the name will be returned to "available" status. The registration fee will not be refunded. If, on the other hand, the Registrar is able to demonstrate compliance with the requirement and the information is corrected, the hold will be released and the name will be registered.

Certification that Registrant satisfies Nexus requirement – if not completed, then registration will be rejected;

Basis for compliance (Nexus Category 1, 2, or 3) – if not completed, then registration will be rejected

Certification that the listed name servers are located within the United States – if not completed, then registration will be rejected

Nexus Category 1

A natural person (i) who is a United States citizen, (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions.

Statement of citizenship or legal permanent residency required. If not completed, registration will be rejected.

Nexus Category 2

A United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories, or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States).

Nexus Category 3

A foreign entity or organization that has a bona fide presence in the United States of America or any of its possessions or territories.

- Applicant must state country of citizenship.

- Applicant must also (1) regularly engage in lawful activities (sales of goods or services or other business, commercial or non-commercial including not-for-profit activities) in the United States; or (2) maintain an office or other property within the United States.

Category 3 Nexus Certification

Prospective Registrants will certify compliance with Category 3 Nexus based upon substantial lawful contacts with, or lawful activities in, the United States.

Factors that should be considered in determining whether an entity or organization has a bona fide presence in the United States shall include, without limitation, whether such prospective usTLD domain name Registrant:

- Regularly performs lawful activities within the United States related to the purposes for which the entity or organization is constituted (e.g., selling goods or providing services to customers, conducting regular training activities, attending conferences), provided such activities are not conducted solely or primarily to permit it to register for a usTLD domain name and are lawful under the laws and regulations of the United States and satisfy policies for the usTLD, including policies approved and/or mandated by the DoC;

- Maintains an office or other facility in the United States for a lawful business, noncommercial, educational or governmental purpose, and not solely or primarily to permit it to register for a usTLD domain name.

Nexus Dispute Policy

1. Purpose – This Nexus Dispute Policy (the "Policy") has been adopted by Neustar, Inc., the Administrator for .US, and approved by the United States Department of Commerce ("DOC"). It is incorporated by reference into the usTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the usTLD (as the "Registry") over the registration and use of an Internet domain name registered by you in violation of the Nexus Requirements set forth at www.neustar.us. Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the usTLD Nexus Dispute Policy (the "Rules").

2. Your Representations – By applying to register a domain name, registering a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your usTLD Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration is in compliance with the usTLD Registration Agreement.

3. Mandatory Administrative Proceeding – You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the dispute provider ("Provider"), in compliance with the Rules, that your domain name has been registered or is being used in violation of the Nexus Requirements.

a. Evidence of Noncompliance with US Nexus – For the purposes of Paragraph 3, the following circumstances, in particular but without limitation, if found by the Provider to be present, shall be evidence of noncompliance with the Nexus Requirements:

i. You are not (a) a United States citizen, (b) a permanent resident of the United States of America or any of its possessions or territories, or (c) primarily domiciled in the United States of America or any of its possessions; or

II. You are not a United States entity or organization that is (a) Incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories, or (b) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States or a political subdivision thereof, and non-commercial organizations based in the United States); or

III. You are not a foreign entity (including an Individual) or organization that has a bona fide presence in the United States of America. In order to have a "bona fide presence", you must have real and substantial connections with, or lawful activities in, the United States of America.

b. Initiation of Proceeding and Process and Appointment of Panelist – The Rules state the process for initiating and conducting a proceeding and for appointing the dispute provider panelist that will decide the dispute ("Panelist").

c. Fees – All fees charged by Provider in connection with any dispute before a Panelist pursuant to this Policy shall be paid by the Complainant.

d. Our Involvement in Administrative Proceedings – We do not, and will not, participate in the administration or conduct of any proceeding before a Panelist. In addition, we will not be liable as a result of any decisions rendered by the Panelist.

e. Remedies – The remedies available to a Complainant pursuant to any proceeding before a Panelist shall be limited to requiring the cancellation of your domain name.

f. Notification and Publication – The Provider shall notify us of any decision made by a Panelist with respect to a domain name you have registered with us.

g. Availability of Court Proceedings – The mandatory administrative proceeding requirements set forth in Paragraph 3 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panelist ultimately decides that your domain name registration should be canceled, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by Provider of the Panelist's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3 of the Rules. If we receive such documentation within the ten (10) business day period, we will not implement the Panelist's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties: (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

4. All Other Disputes and Litigation – All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

5. Our Involvement in Disputes – We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

6. Maintaining the Status Quo – We will not cancel, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

7. Transfers During a Dispute

a. Transfers of a Domain Name to a New Holder – You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars – You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall

continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

8. Policy Modifications – We reserve the right to modify this Policy at any time, subject to DOC approval. We will post our revised Policy at www.neustar.us at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to the Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

RULES FOR NEXUS DISPUTE POLICY (THE "RULES")

Administrative proceedings for the resolution of disputes under the Nexus Dispute Policy adopted by DOC shall be governed by these Rules.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain name registration.

DOC refers to the United States Department of Commerce.

Mutual Jurisdiction means a court jurisdiction in the United States at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder's address as shown for the registration of the domain name in Registrar's WHOIS database at the time a complaint is submitted to a Provider. If neither (a) or (b) are located within the United States, then Mutual Jurisdiction shall lie in solely in the Commonwealth of Virginia.

Nexus Requirements means those requirements set forth at www.about.us.
Panelist means an administrative Panelist appointed by Provider to decide a complaint concerning a domain name registration.

Party means a Complainant or a Registrant.

Policy means the Nexus Dispute Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider performing services under agreement with Neustar, as approved by DOC. A list of such Providers appears at https://www.about.us/policies.

Registrar means the entity with which the Registrant has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain name holder.

Registrant means the holder of a domain name registration against which a complaint is initiated.

Written Notice means hard copy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has

been filed against it, and which shall state that the Provider has electronically transmitted the complaint to the Respondent by the means specified herein. Written notice does not include a hard copy of the complaint itself or of any annexes.

2. Communications

a. Any written communication required under these Rules shall be made electronically via the Internet, a record of its transmission being available. Additionally, when notifying the Respondent of the complaint as required in Paragraph 4, the Provider shall provide specific notification as follows:

i. sending Written Notice of the complaint to all postal-mail and facsimile addresses shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and

ii. sending the complaint in electronic form by e-mail to the e-mail addresses for those technical, administrative, and billing contacts. Annexes may be transmitted via email or via a web-based portal offered by the Provider.

b. Any communication to the Provider or the Panelist shall be made in accordance with the Provider's Supplemental Rules.

c. All communications shall be made in English.

d. Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

e. Except as otherwise provided in these Rules, or decided by a Panelist, all communications provided for under these Rules shall be deemed to have been made:

i. If delivered by facsimile transmission, on the date shown on the confirmation of transmission;
ii. If by postal or courier service, on the date marked on the receipt; or
iii. If via the Internet, including a Provider's web-based portal, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

f. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).

g. Except as otherwise provided in these Rules, any communication by:

i. A Panelist to any Party shall be copied to the Provider and to the other Party;

ii. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and

iii. A Party shall be copied to the other Party, the Panelist and the Provider, as the case may be.

h. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under Paragraph 2(a)(i)

i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Provider of the circumstances of the notification.

3. The Complaint

a. Any person or entity may initiate a Nexus Dispute by submitting a complaint in accordance with the Policy and these Rules to the Provider.

b. The complaint shall be submitted in electronic form.

c. The complaint shall:

i. Request that the complaint be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;

ii. Provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

iii. Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy (if applicable);

iv. Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;

v. Specify the domain name(s) that is/are the subject of the complaint;

vi. Identify the Registrar(s} with whom the domain name(s} is/are registered at the time the complaint is filed;

vii. Describe, in accordance with the Policy, the grounds on which the complaint is made including, the extent to which the domain name(s) have been registered or are being used in violation of the

Policy.

viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

ix. Identify the Mutual Jurisdiction to which the Complainant will submit with respect to any challenges to a decision in the administrative proceeding to delete the domain name

x. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the dispute -resolution provider and panelists, except in the case of deliberate wrongdoing, {b) the registrar, (c) the registry administrator, and (d) the Department of Commerce, as well as their directors, officers, employees, and agents."

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument"; and

xi. Annex any documentary or other evidence together with a schedule indexing such evidence.

d. The complaint may relate to more than one domain name, provided that the same domain name holder registers the domain names.

4. Notification of Complaint

a. If the complaint meets the minimum filing requirements, the Provider shall notify the Registry of the

pending dispute and request a domain name lock and verification of the Registrant's contact information. Upon notification by the Provider of the pending dispute, the domain name shall be "locked" by the Registry until the matter is resolved. While in a "locked" position, Registrant may not

(i) change any of the contact information for that particular domain name or (ii) transfer the domain name to any third party.

b. The Provider shall review the complaint for formal compliance with the Policy and the Rules. If the complaint is found to be in compliance, the Provider shall notify the Registrant. For the purposes of notifying the Registrant, the Provider shall not be required to use any contact details other than those available in the WHOIS database for the domain name(s) in dispute.

c. If the Provider finds the complaint to be formally deficient, or if the Complainant has not included its Fees with the Complaint, the Provider shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

d. The date of commencement of the administrative proceeding shall be the date on which the Provider forwards the Complaint to the Registrant.

e. The Provider shall notify the Complainant, the Respondent, and the concerned Registrar(s) of the date of commencement of the administrative proceeding.

5. Appointment of the Panelist. The Provider shall appoint a single panelist within five (5) calendar days following receipt of the response by the Provider.

6. Impartiality and Independence – An appointed Panelist shall be impartial and shall disclose any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

7. Initial Provider Decisions

a. The Provider shall make an initial evaluation of the complaint on the basis of the statements and documents submitted by the Complainant in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

b. In the event that the Provider finds that the Complainant has not established a prima facie case that Registrant has not met any of the Nexus Requirements, the Provider shall issue a letter to the Complainant denying its challenge. In addition, the Provider shall communicate the full text of the decision to each Party, and the concerned Registrar(s).

c. In the event that the Provider finds that the Complainant has established a prima facie case that Registrant has not met any of the Nexus Requirements set forth at www.about.us the Provider shall issue a letter to Registrant to submit evidence of compliance with the Nexus Requirements ("Letter'').

8. Registrant Response to Letter. If the Provider issues a Letter, Registrant shall have a period of thirty (30) calendar (the "Response Period") days from the date of the Letter to submit evidence of compliance with the Nexus Requirements. The response shall be submitted electronically and shall:

i. Specifically respond to the statements contained in the Letter and include any and all basis for the Registrant to retain registration and use of the disputed domain name on the basis of being in compliance

with the Nexus Requirements;

ii. Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Registrant and of any representative authorized to act for the Registrant in the administrative proceeding;

iii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

iv. State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(a);

v. Conclude with the following statement followed by the signature of the Registrant or its authorized representative:

"Registrant certifies that the information contained in this Response is to the best of Registrant's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

vi. Annex any documentary or other evidence upon which the Registrant relies, together with a schedule indexing such documents.

9. Panelist Evaluation of Response / Period to Cure

a. If, within the Response Period, Registrant submits evidence establishing any of the Nexus Requirements, the Panelist shall issue, within fourteen (14) business days from the end of the Response Period, a written finding directing that Registrant be permitted to keep the domain name. In addition, the Provider shall communicate the full text of the Panelist decision to each Party, and the concerned Registrar(s).

b. If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant met any of the Nexus Requirements prior to the date the Policy was invoked, the Panelist shall issue, within fourteen (14) business days from the end of the Response Period, a finding that Registrant has failed to meet the Nexus Requirements ("Nexus Failure Finding") and shall communicate such Nexus Failure Finding to each Party.

c. If the Registrant does not respond within the Response Period, the Provider shall issue a Nexus Failure Finding.

d. In the event that a Nexus Failure Finding is made, the Provider shall communicate such finding to each Party. Registrant shall be given a total of thirty (30) days (the "Cure Period") to submit documentation demonstrating that it has cured the Nexus Requirement deficiency.

1. The response to a Nexus Failure Finding shall be submitted electronically and shall:

i. Specifically respond to the statements contained in the Nexus Failure Finding and include any and all bases and associated documentation demonstrating that the Nexus Requirements have been cured.

ii. Annex any documentary or other evidence upon which the Registrant relies, together with a schedule indexing such documents.

2. If Registrant is able to demonstrate to the Panelist within the Cure Period that it has cured the Nexus Failure, the Panelist shall issue, within 14 business days from the end of the Cure Period, a written finding directing that Registrant be permitted to keep the domain name. In addition, the Panelist shall communicate the full text of the decision to each Party, and the concerned Registrar(s).

3. If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant has

cured the Nexus Failure, the Panelist shall issue, within 14 days from the end of the Cure Period, a written finding directing that the domain name be deleted from the Registry database and placed into the list of available domain names.

4. If the registrant does not respond within the Cure Period days the Provider shall issue a written finding directing that the domain name be deleted from the Registry database and placed into the list of available domain names.

10. Communication Between Parties and the Panelist – No Party or anyone acting on its behalf may have any unilateral communication with the Panelist.

11. General Powers of the Panelist

a. The Panelist shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

b. In all cases, the Panelist shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

c. The Panelist shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panelist.

d. The Panelist shall determine the admissibility, relevance, materiality and weight of the evidence.

e. The Panelist shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

12. Further Statements – In addition to the complaint and the response, the Panelist may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings – There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panelist determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Grounds for Termination. If, before the Panelist's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panelist.

15. Effect of Court Proceedings

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panelist.

16. Fees

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.

b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee.

17. Exclusion of Liability – Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

18. Amendments – The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the approval of DOC.

usTLD Transfer Policy

Policy on Transfer of Sponsorship of Registrations between Registrars

I. Inter-Registrar Transfers

A. Holder-Authorized Transfers

1. Registrar Requirements

The Registration Agreement between each registrar and its Registrant must allow for Registrants to transfer their domain name registrations between Registrars provided that the Gaining Registrar's transfer process meets the minimum standards of this policy. Inter-Registrar domain name transfer processes must be clear and concise in order to avoid confusion. Further, Registrars should inform Registrants of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.

Both the Administrative Contact and the Registrant, as listed in the usTLD Administrator's publicly accessible WHOIS service, are the only parties that have the authority to approve or deny a transfer request to the Gaining Registrar. In the event of a dispute, the Registrant's authority supersedes that of the Administrative Contact. For the purposes of this Exhibit, the Registrant and the Administrative Contact are collectively referred to as the "Registered Name Holder."

2. Gaining Registrar Requirements

For each instance where a Registered Name Holder requests to transfer a domain name registration to a different Registrar, the Gaining Registrar shall:

2.1 Obtain express authorization from Registered Name Holder including the standard form of authorization and the Registered Name Holder's unique "AuthInfo" code.

2.1.1 The authorization must be made via a valid Standardized Form of Authorization (FOA).

a) There are two different FOA's available on the usTLD Administrator's website. The FOA labeled "Initial Authorization for Registrar Transfer" must be used by the Gaining Registrar to request an authorization for a registrar transfer from the Registered Name Holder. The FOA labeled "Confirmation of Registrar Transfer Request" may be used by the Registrar of Record to request confirmation of the transfer from the Registered Name Holder. The FOA shall be communicated in English, and any dispute arising out of a transfer request shall be conducted in the English language.

b) In the event that the Gaining Registrar relies on a paper-based process to obtain this authorization, a paper copy of the FOA will suffice insofar as it has been signed by the Registered Name Holder.

c) If the Gaining Registrar relies on a paper-based authorization process, then the Gaining Registrar assumes the burden of obtaining reliable evidence of the identity of the Registered Name Holder and maintaining appropriate records proving that such evidence was obtained. Further the Gaining Registrar also assumes the burden for ensuring that the entity making the request is indeed authorized to do so. The acceptable forms of identification for these purposes are:

- Notarized statement

- Policy on Transfer of Sponsorship of Registrations Between Registrars continued

- Valid Drivers license

- Passport

- Articles of Incorporation

- Military ID

- State/Government issued ID

- Birth Certificate

d) In the event that the Gaining Registrar relies on an electronic process to obtain this authorization the acceptable forms of identity would include:

- Electronic signature in conformance with United States legislation, in the location of the Gaining Registrar (if such legislation exists).

- Consent from an individual or entity that has an email address or phone number matching the Registered Name Holder's email address or phone number.

e) The Registrar of Record may not deny a transfer request solely because it believes that the Gaining Registrar has not received the confirmation set forth above.

f) A transfer must not be allowed to proceed if no confirmation is received by the Gaining Registrar. The presumption in all cases will be that the Gaining Registrar has received and authenticated the transfer request made by a Registered Name Holder.

2.1.2 Collection of unique "AuthInfo" code from Registered Name Holder.

a) Registrars must provide all Registered Name Holders with their unique "AuthInfo" code within five (5) calendar days of the Registered Name Holder's initial request if the Registrar does not provide facilities for the Registered Name Holder to generate and manage their own unique "AuthInfo" code.

b) In addition, Registrars may not employ any mechanism for complying with a Registered Name Holder's request to obtain the applicable "AuthInfo" code that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or name server information.

c) The Registrar must not refuse to release an "AuthInfo" code to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

d) Registrar-generated "AuthInfo" codes must be unique on a per-domain basis. The "AuthInfo" codes must be used solely to identify a Registered Name Holder.

2.2 Request by the transmission of a "transfer" command as specified in the Registrar Tool Kit that the usTLD Administrator database be changed to reflect the new Registrar.

2.2.1 Transmission of a "transfer" command constitutes a representation on the part of the Gaining Registrar that the requisite authorization has been obtained from the Registered Name Holder listed in the authoritative Whois database.

2.2.2 The Gaining Registrar is responsible for validating the Registered Name Holder requests to transfer domain names between Registrars. However, the Registrar of Record (also referred to as the "Losing Registrar") must still confirm the Registered Name Holder's intent to transfer its domain name to the Gaining Registrar in accordance with Section 3 of this policy.

2.2.3 The FOA labeled "Initial Authorization for Registrar Transfer" shall expire under the following circumstances:

a) a period of sixty (60) days has passed since the FOA was issued by the Gaining Registrar, unless the Gaining Registrar allows automatic renewal of the FOA and the Registered Name Holder has expressly opted in to the automatic renewal;

b) the domain name expires before the inter-registrar transfer is completed;

c) a Change of Registrant is completed further to Section II.C of this policy.

d) the inter-registrar transfer is completed.

e) If the FOA expires pursuant to one of the aforementioned circumstances described in I.A.2.2.3.1 – I.A.2.2.3.4, prior to submitting the "transfer" request to the registry, in order to proceed with the transfer, the Gaining Registrar must re-authorize the transfer request via a new FOA.

3. Obligations of the Registrar of Record

3.1 A Registrar of Record can choose independently to confirm the intent of the Registered Name Holder when a notice of a pending transfer is received from the Registry. The Registrar of Record must do so in a manner consistent with the standards set forth in this policy pertaining to Gaining Registrars and must use the FOA for the purposes of verifying intent.

3.2 The FOA shall be communicated in English and any dispute arising out of a transfer request shall be conducted in the English language. This requirement does not preclude the Registrar of Record from marketing to its existing customers through separate communications in a language other than English. Further, such non-English communications must follow the processes and procedures set forth in this policy. This includes but is not limited to the requirement that no Registrar shall add any additional information to an FOA used to obtain the consent of the Transfer Contact in the case of a transfer request.

In the event the Registered Name Holder preapproves a transfer, the Registrar of Record has the option of sending a modified version of the FOA, which informs the Registered Name Holder that the preapproved transfer has been initiated.

3.3. The FOA should be sent by the Registrar of Record to the Registered Name Holder as soon as possible, but must be sent not later than twenty-four (24) hours after receiving the transfer request from the usTLD Administrator.

3.4 Failure by the Registrar of Record to respond within five (5) calendar days to a notification from the Registry regarding a transfer request will result in a default "approval" of the transfer.

3.5 In the event that a Registered Name Holder listed in the WHOIS has not confirmed its request to transfer with the Registrar of Record and the Registrar of Record has not explicitly denied the transfer request, the default action will be that the Registrar of Record must allow the transfer to proceed.

3.6 Upon denying a transfer request for any of the following reasons, the Registrar of Record must provide the Registered Name Holder and the potential Gaining Registrar with the reason for denial. The Registrar of Record may deny a transfer request only in the following specific instances:

- Evidence of fraud

- usTLD Dispute Resolution action

- Court order by a court of competent jurisdiction

- Reasonable dispute over the identity of the Registrant or Administrative Contact

- No payment for previous registration period (including credit card charge-backs) if the domain name is past its expiration date or for previous or current registration periods if the domain name has not

yet expired. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer.

- Express written objection to the transfer from the Registered Name Holder (e.g., email, fax, paper document or other processes by which the Registered Name Holder has expressly and voluntarily objected through opt-in means).

- A domain name was already in "lock status" provided that the Registrar provides a readily accessible and reasonable means for the Registered Name Holder to remove the lock status.

- A domain name is in the first 60 days of an initial registration period.

- A domain name is within 60 days after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs).

3.7 The Registrar of Record must deny a transfer request in the following circumstances:

- A pending usDRP proceeding that the Registrar has been informed of.

- Court order by a court of competent jurisdiction.

- Pending dispute related to a previous transfer pursuant to the usTLD Registrar Transfer Dispute Resolution Policy ("usTDRP").

- usRS proceeding or usRS suspension that the Registrar has been informed of.

- The Registrar imposed a 60-day inter-registrar transfer lock following a Change of Registrant, and the Registered Name Holder did not opt out of the 60-day inter-registrar transfer lock prior to the Change of Registrant request.

3.8 Instances when the requested change of Registrar may not be denied include, but are not limited to:

- Nonpayment for a pending or future registration period

- No response within seven (7) calendar days of sending a communication to the Registrant or Administrative Contact.

- Domain name in Registrar Lock Status, unless the Registered Name Holder has been provided with the reasonable opportunity and ability to unlock the domain name prior to the Transfer Request.

- Domain name registration period time constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer, or during the 60-day lock following a Change of Registrant pursuant to Section II.C.2.

- General payment disputes between Registrar and business partners / affiliates in cases in which the Registered Name Holder for the domain in question has paid for the registration.

- A dispute over payment. The Registrar of Records must not employ transfer processes as a mechanism to secure payment for services from a Registered Name Holder. Exceptions to this requirement are as follows: (i) in the case of non-payment for previous registration period(s) if the transfer is requested after the expiration date, or (ii) in the case of non-payment of the previous or current registration period, if transfer is requested before the expiration date.

4. Registrar Coordination

4.1 Each Registrar is responsible for keeping copies of documentation, including the FOA and the Registered Name Holders response thereto that may be required for filing and supporting a dispute under the dispute resolution policy. Gaining Registrars must maintain copies of the FOA as received from the Registered Name Holder. Copies of the reliable evidence of identity must be kept with the FOA.

4.2 The Gaining Registrar must retain and produce pursuant to a request by a Losing Registrar a written or electronic copy of the FOA. In instances in which the Registrar of Record has requested copies of the FOA, the Gaining Registrar must fulfill the Registrar of Record's request (including providing the attendant supporting documentation) within five (5) calendar days. Failure to provide this documentation within the time period specified is grounds for reversal by the usTLD Administrator in the event that a transfer complaint is filed in accordance with the requirements of this policy.

4.3 If either a Registrar of Record or a Gaining Registrar does not believe that a transfer request was handled in accordance with the provisions of this policy, then the Registrar may initiate a complaint with the usTLD Administrator.

4.4 For purposes of facilitating transfer requests, Registrars should provide and maintain a unique and private email address for use only by other Registrars and the usTLD Administrator:

4.4.1 This email address is for issues related to transfer requests and the procedures set forth in this policy only.

4.4.2 The email address should be managed to ensure messages are received by someone who can respond to the transfer issue.

4.4.3 Messages received at such email address must be responded to within a commercially reasonable timeframe not to exceed seven (7) calendar days.

5. usTLD Administrator Requirements

5.1 Upon receipt of the "transfer" command from the Gaining Registrar, the usTLD Administrator will transmit an electronic notification to both Registrars.

5.2 The usTLD Administrator shall complete the requested transfer unless within five (5) calendar days it receives a NACK protocol command from the Registrar of Record.

5.3. The usTLD Administrator shall undo a transfer if, after a transfer has occurred, the usTLD Administrator receives one of the notices as set forth below. In such case, the transfer will be reversed and the domain name reset to its original state. The usTLD Administrator must undo the transfer within five (5) calendar days of receipt of the notice except in the case of a Registry dispute decision, in which case the usTLD Administrator must undo the transfer within fourteen (14) calendar days unless a court action is filed. The notice required shall be one of the following:

5.3.1 Agreement of the Registrar of Record and the Gaining Registrar sent by email, letter or fax that the transfer was made by mistake or was otherwise not in accordance with the procedures set forth in this policy;

5.3.2 The final determination of a dispute resolution body having jurisdiction over the transfer; or

5.3.3 Order of a court having jurisdiction over the transfer.

6. Records of Registration

Each Registrar shall require its customer, the Registered Name Holder, to maintain its own records appropriate to document and prove the initial domain name registration date.

7. Effect on Term of Registration

The completion by usTLD Administrator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

B. usTLD Administrator Approved Transfers

Transfer of all of the registrations held by one registrar as (i) the result of acquisition of that registrar or its assets by another registrar, or (ii) lack of accreditation of that Registrar may be made according to the following procedure:

(a) The acquiring registrar must be accredited by usTLD Administrator for the usTLD under an Accreditation Agreement and must have in effect a usTLD Administrator-Registrar Agreement with usTLD Administrator for the usTLD.

(b) The usTLD Administrator shall determine in its sole discretion that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.

Upon satisfaction of these two conditions, the usTLD Administrator will make the necessary one-time changes in the registry database for no charge for transfers involving 50,000 name registrations or fewer; provided that the data to be transferred to the usTLD Administrator is in the form specified by the usTLD Administrator ("Approved Format"). If the transfer involves registrations of more than 50,000 names, and the data to be transferred to the usTLD Administrator is in the Approved format, the usTLD Administrator will charge the acquiring registrar a one-time flat fee of US $50,000. If the data to be transferred is not in the Approved Format, the usTLD Administrator may charge a reasonable fee, as determined by the usTLD Administrator, in connection with the cost associated with reformatting such data.

II. Inter-Registrant Transfer (Change of Registrant)

A. Definitions

1 Terms & Definitions
1.1 "Change of Registrant" means a Material Change to any of the following:
1.1.1 Prior Registrant name
1.1.2 Prior Registrant organization
1.1.3 Prior Registrant email address
1.1.4 Administrative Contact email address, if there is no Prior Registrant email address.
1.2 "Designated Agent" means an individual or entity that the Prior Registrant or New Registrant explicitly authorizes to approve a Change of Registrant on its behalf.
1.3 "Material Change" means a change which is not a typographical correction. The following will be considered material changes:
1.3.1 A change to the Registered Name Holder's name or organization that does not appear to be merely a typographical correction;
1.3.2 Any change to the Registered Name Holder's name or organization that is accompanied by a change of address or phone number;
1.3.3 Any change to the Registered Name Holder's email address.
1.4 "Prior Registrant" means the Registered Name Holder at the time a Change of Registrant is initiated.
1.5 "New Registrant" means the entity or person to whom the Prior Registrant proposes to transfer its domain name registration.

B. Availability of Change of Registrant

1 Registration/Whois Data Updates
In general, registrants must be permitted to update their registration/Whois data and transfer their registration rights to other registrants freely.

2 Denial of Change of Registrant Request
A Registrar must deny a Change of Registrant request under the following circumstances:

2.1 The domain name registration agreement has expired, and the Registered Name Holder no longer has the right to renew or transfer the domain name to another registrar;

2.2 The Change of Registrant was not properly authorized by the Prior Registrant and the New Registrant, further to Section II.C below;

2.3 The domain name is subject to a domain name related dispute, including but not limited to:

2.3.1 A pending usDRP proceeding that the Registrar has been informed of;

2.3.2 A pending usRS proceeding that the Registrar has been informed of;

2.3.3 A pending usTDRP proceeding;

2.3.4 A court order by a court of competent jurisdiction, prohibiting a Change of Registrant,that the Registrar has been informed of.

3 Non-Applicable Change of Registrant Requests
In the following circumstances, the Change of Registrant process described in Section II.C below does not apply:

3.1 the registration agreement expires;

3.2 the registration agreement is terminated by the Registrar;

3.3 the Registrar or usTLD Administrator updates the Prior Registrant's information pursuant to a court order;

3.4 the Registrar updates the Prior Registrant's information in the implementation of a usDRP decision;

3.5 the Registrar updates the Prior Registrant's information in response to an abuse complaint.

C. Change of Registrant Process
To process a Change of Registrant from the Prior Registrant to a New Registrant, the Registrar must do all of the following:

1. Confirm the domain name is eligible for Change of Registrant further to Section II.B;

2. Obtain confirmation of the Change of Registrant request from the New Registrant, or a Designated Agent of the New Registrant. The Registrar must use a secure mechanism to confirm that the New Registrant and/or their respective Designated Agents have explicitly consented to the Change of Registrant. In obtaining the confirmation, the Registrar must inform the New Registrant or its Designated Agent, if applicable, that the New Registrant must enter into a registration agreement with the Registrar (a link to the registration agreement itself can be provided). The Registrar must also inform the New Registrant or Designated Agent, if applicable, that the request will not proceed if it is not confirmed in a number of days set by the Registrar, not to exceed sixty (60) days;

3. Inform the Prior Registrant or its Designated Agent that if its final goal is to transfer the domain name to a different registrar, the Prior Registrant is advised to request the inter-registrar transfer before the Change of Registrant to avoid triggering the 60-day lock described in Section II.C.2 (unless the Registrar gave the Prior Registrant the option to opt out of the 60-day lock, and the Prior Registrant opted out the 60-day lock);

4. Upon or after informing the Prior Registrant or its Designated Agent, if applicable, as described in II.C.1.3 above, obtain confirmation of the Change of Registrant request from the Prior Registrant, or the Designated Agent of the Prior Registrant. The Registrar must use a secure mechanism to confirm that the Prior Registrant and/or their respective Designated Agents have explicitly consented to the

Change of Registrant. In obtaining the confirmation, the Registrar must inform the Prior Registrant or Designated Agent, if applicable, that the Change of Registrant request will not proceed if it is not confirmed in a number of days set by the Registrar, not to exceed sixty (60) days); The registrar may use additional contact information on file when obtaining confirmation from the Prior Registrant and is not limited to the publicly accessible Whois.

5. Process the Change of Registrant within one (1) day of obtaining the confirmations described above;
6. Notify the Prior Registrant and New Registrant before or within one day of the completion of the Change of Registrant. The notification must:
6.1 always be sent to both the New Registrant and Prior Registrant before or within one day of the Change of Registrant being performed;
6.2 explain the request that was received and list the domain(s) in question;
6.3. include contact information for questions.
6.4. advise the Prior Registrant and New Registrant of the 60-day inter-registrar transfer lock as described in Section II.C.2 or advise the Prior Registrant that it previously opted out of the 60-day inter-registrar transfer lock as described in Section II.C.2.

7. The Registrar must impose a 60-day inter-registrar transfer lock following a Change of Registrant, provided, however, that the Registrar may allow the Registered Name Holder to opt out of the 60-day inter-registrar transfer lock prior to any Change of Registrant request.

Inter-Registrar Transfer Lock following a Change of Registrant: Registrars are not required to apply a specific EPP status code for the 60-day inter-registrar transfer lock described in section II.C.2; however, if a registrar chooses to apply the clientTransferProhibited EPP status code, it must also lock the name in a way that prohibits the Registered Name Holder from removing

Updated: 1 December 2016

STANDARDIZED FORM OF AUTHORIZATION
DOMAIN NAME TRANSFER - Confirmation of Registrar Transfer Request

DOMAIN NAME TRANSFER

Attention: <insert Registered Name Holder or Administrative Contact of Record as listed in the usTLD WHOIS>

Re: Transfer of <insert domain name or list of domain names>

<insert name of registrar and/or name of reseller> received notification on <insert date of notification> that you have requested a transfer to another domain name registrar. If you want to proceed with this transfer, you do not need to respond to this message. If you wish to cancel the transfer, please contact us before <insert date> by:

[NOTE: a registrar may choose to include one or more of the following in the message sent to the Registered Name Holder or Admin contact, and additional processes may be added with NeuStar approval. The order in which options are presented is a decision for each registrar]

[optional] send an email to <insert contact details>

[optional] send a fax to <insert contact details>

[optional] or please go to our website <insert URL of confirmation webpage>

[Note: website to contain text as above, with the option the transfer.]

If we do not hear from you by <insert date>, the transfer will proceed.

STANDARDIZED FORM OF AUTHORIZATION
DOMAIN NAME TRANSFER - Initial Authorization for Registrar Transfer

Attention: <insert Registered Name Holder or Administrative Contact of Record as listed in the usTLD WHOIS>

Re: Transfer of <insert one or more domain names>

[OPTIONAL text: The current registrar of record for this domain name as reflected in the usTLD WHOIS, which can be found at www.whois.us is <insert name of losing registrar>.]

<insert name of gaining registrar> has received a request from <insert name of person/entity/reseller requesting transfer>

[OPTIONAL text:] via <insert method of request e.g. email address or fax>

[END OPTIONAL TEXT]

on <insert date of request> for us to become the new registrar of record.

You have received this message because you are listed as the Registered Name Holder or Administrative contact for this domain name in the usTLD WHOIS database.

Please read the following important information about transferring your domain name:

- You must agree to enter into a new usTLD Registration Agreement with us. You can review the full terms and conditions of the Agreement at <insert instructions for accessing the new terms and conditions, e.g. URL where the term and conditions can be found>
- Once you have entered into the Agreement, the transfer will take place within five (5) calendar days unless the current registrar of record denies the request.
- Once a transfer takes place, you will not be able to transfer to another registrar for 60 days, apart from a transfer back to the original registrar, in cases where both registrars so agree or where a decision in the dispute resolution process so directs.

If you WISH TO PROCEED with the transfer, you must respond to this message via one of the following methods (note if you do not respond by <date>, <domain name or domain names> will not be transferred to us.).

[NOTE: a registrar can choose to include one or more of the following in the message sent to the Registered Name Holder or Admin contact, and additional processes may be added with NeuStar approval. The order in which options are presented is a decision for each registrar. Further, in addition to the options below, the registrar may choose to request the "Auth-Info" code from the Registered Name Holder or Administrative Contact]

[option 1] please email us with the following message:

"I confirm that I have read the Domain Name Transfer - Request for Confirmation Message.

I confirm that I wish to proceed with the transfer of <insert domain name> from <insert name of losing registrar< to <insert name of gaining registrar>."

[Option 2] please go to our website; <insert URL of confirmation webpage> to confirm.

[Note: website to contain text as above, with the option to confirm or deny the transfer]

[Option 3] please print out a copy of this message and send a signed copy to <insert fax or postal address details>

If you DO NOT WANT the transfer to proceed, then don't respond to this message.

If you have any questions about this process, please contact <insert contact details>.

usTLD Registrar Transfer Dispute Resolution Policy

In any dispute relating to Inter-Registrar domain name transfers, Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In cases where this is unsuccessful and where a registrar elects to file a dispute, the following procedures apply. It is very important for Registrars to familiarize themselves with the usTLD Registrar Transfer Dispute Resolution Policy (usTDRP) as described in this policy before filing a dispute.

1. Definitions

1.1 Complainant

A party bringing a Complaint under the usTDRP. A Complainant may be either a Losing Registrar (in the case of an alleged fraudulent transfer) or a Gaining Registrar (in the case of an improper NACK) under this Policy.

1.2 Complaint

The initial document in a usTDRP proceeding that provides the allegations and claims brought by the Complainant against the Respondent.

1.3 Dispute Resolution Panel

The Dispute Resolution Panel shall mean an administrative panel appointed by the Dispute Resolution Provider ("Provider") to decide a Complaint concerning a dispute under the usTDRP.

1.4 Dispute Resolution Provider

The Dispute Resolution Provider is the usTLD Administrator.

1.5 Form of Authorization (FOA)

The standardized form of consent that the Gaining Registrar and Losing Registrar are required to use to obtain authorization from the Registrant or Administrative Contact in order to properly process the transfer of domain name sponsorship from one Registrar to another.

1.6 Gaining Registrar

The registrar who seeks to become the Registrar of Record by submitting a transfer request.

1.7 Invalid Transfer

A transfer that is found non-compliant with the usTLD Transfer Policy.

1.8 Losing Registrar

The registrar who was the Registrar of Record at the time a request for the transfer of domain is submitted.

1.9 NACK

A denial of a request for transfer by the Losing Registrar.

1.10 Registrant

The individual, organization, or entity that holds the right to use a specific domain name for a specified period of time.

1.11 Registrar of Record

The Registrar who sponsors a domain name at the registry.

1.12 usTLD Administrator

The organization authorized by the Department of Commerce ("DOC") to provide registration and policy administration services for the usTLD and to usTLD Accredited Registrars.

1.13 Respondent

A party against whom a Complaint is brought. Under the usTDRP, the Respondent can be a Losing Registrar in the case of an improper (NACK), a Gaining Registrar in the case of an alleged fraudulent transfer, or the Registrar of Record.

1.14 Supplemental Terms

The Supplemental Terms shall mean those rules adopted by the Provider administering a proceeding to supplement the usTDRP. Supplemental Rules shall be consistent with the usTDRP and shall cover topics such as fees, word and page limits and guidelines, the means for communicating with the Provider, and the form of cover sheets.

1.15 usTLD Transfer Policy

The policy governing the transfer of sponsorship of registrations between usTLD Accredited Registrars who have executed the usTLD Accreditation Agreement and Registry-Registrar Agreement with the usTLD Administrator.

2. Dispute Resolution Process

2.1 Filing a Complaint

The Complainant may file a Complaint with the Dispute Resolution Provider. The decision of the Dispute Resolution Panel is final, except as it may be appealed to a court of competent jurisdiction in accordance with Section 3.4 of the usTDRP.

2.2 Statute of Limitations

A dispute must be filed no later than twelve (12) months after the alleged violation of the usTLD Transfer Policy. In the case where a Losing Registrar alleges that a transfer was in violation of the usTLD Transfer Policy, the date the transfer was completed shall be deemed the date on which the "alleged violation" took place. In the case where a Gaining Registrar alleges that a transfer should have taken place, the date on which the NACK (as defined below) was received by the Registry, shall be deemed the date on which the "alleged violation" took place.

3. Dispute Procedures

3.1 Registrar files a Request for Enforcement with the Dispute Resolution Provider

3.1.1 Either the Gaining Registrar or Losing Registrar may submit a Complaint. This must be done in accordance with the Supplemental Terms adopted by the Dispute Resolution Provider.

3.1.2 The Complaint shall be submitted to the Dispute Resolution Provider and to the Respondent in electronic form and shall:

i. Request that the Complaint be submitted for decision in accordance with the usTDRP and the applicable Supplemental Terms;

ii. Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Complainant and those representatives authorized by the Complainant to act on behalf of the Complainant in the administrative proceeding;

iii. Provide the name of the Respondent and all information (including any postal and e-mail addresses and telephone and fax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;

iv. Specify the domain name(s) that is/are the subject of the Complaint;

v. Specify the incident(s) that gave rise to the dispute;

vi. Describe, in accordance with the usTLD Transfer Policy, the grounds on which the Complaint is based;

vii. State the specific remedy being sought (either approval or denial of the transfer);

viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

ix. Certify that a copy of the Complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent; and

x. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"<insert name of Complainant> agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against the Dispute Resolution Provider as well as its directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence."

"<insert name of Complainant> certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the usTDRP and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."

3.1.3 The Complaint may relate to more than one domain name, provided that the domain names involve the same Complainant and Respondent and that the claims arise out of the same or similar factual circumstances.

3.1.4 The Complaint shall annex the following documentary evidence (as applicable and available) in electronic form if possible, together with a schedule indexing such evidence:

i.   For the Gaining Registrar:

   a. Completed Form of Authorization ("FOA")

   b. Copy of the Whois output for the date transfer was initiated, which was used to identify the authorized Transfer Contacts

   c. Copy of evidence of identity used

   d. Copy of a bilateral agreement, final determination of a dispute resolution body or court order in cases when the Registrant of Record is being changed simultaneously with a Registrar Transfer

   e. Copies of all communications made to the Losing Registrar with regard to the applicable transfer request along with any responses from the Losing Registrar

ii. For the Losing Registrar:

   a. Completed FOA from the Losing Registrar

   b. Copy of the Whois output for the date the transfer was initiated

   c. Relevant history of Whois modifications made to the applicable registration
   d. Evidence of one of the following if a transfer was denied:

      ▪ fraud;

      ▪ Pending usDRP proceeding that the Registrar has been informed of;

      ▪ usRS proceeding or usRS Suspension that the Registrar has been informed of;

      ▪ Pending dispute under the usTLD Registrar Transfer Dispute Resolution Policy;

      ▪ court order by a court of competent jurisdiction;

      ▪ Registrant or administrative contact identity dispute in accordance with Section 3 of usTLD the Transfer Policy [Registrar of Record Requirements]

      ▪ applicable payment dispute along with evidence that the registration was put on HOLD status;

      ▪ express written objection from the Registered Name Holder or Administrative Contact;

      ▪ LOCK status along with proof of a reasonable means for the registrant to remove LOCK status;

      ▪ The Registrar imposed a 60-day inter-registrar transfer lock following a Change of Registrant, and the Registered Name Holder did not opt out of the 60-day inter-registrar transfer lock prior to the Change of Registrant request.

- domain name within 60 days of initial registration; or

- domain name within 60 days of a prior transfer.

    e. Copies of all communications made to the Gaining Registrar with regard to the applicable transfer request along with any responses from the Gaining Registrar.

3.2 The Respondent shall have seven (7) calendar days from receipt of the Complaint to prepare a Response to the Complaint ("Response").

3.2.1 The Response shall be submitted in electronic form to both the Dispute Resolution Provider and Complainant and shall:

    i. Respond specifically to the statements and allegations contained in the Complaint (This portion of the response shall comply with any word or page limit set forth in the Dispute Resolution Provider's Supplemental Terms.);

    ii. Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Respondent (non-filing Registrar);

    iii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;

    iv. State that a copy of the Response has been sent or transmitted to the Complainant;

    v. Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

    vi. Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

3.2.2 At the request of the Respondent, the Dispute Resolution Provider may, in exceptional cases, extend the period of time for the filing of the response, but in no case may the extension be more than an additional five (5) calendar days. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Dispute Resolution Provider.

3.2.3 If a Respondent does not submit a response, in the absence of exceptional circumstances, the Dispute Resolution Panel appointed by the Dispute Resolution Provider shall decide the dispute based upon the Complaint.

3.2.4 The Dispute Resolution Panel appointed by the Dispute Resolution Provider must review all applicable documentation and compare registrant/contact data with that contained within

the authoritative Whois database and reach a conclusion not later than thirty (30) days after receipt of Response from the Respondent.

i. If the registrant/contact data does not match the data listed in authoritative Whois, the Dispute Resolution Panel should contact each Registrar and require additional documentation.

ii. If the Gaining Registrar is unable to provide a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the Dispute Resolution Panel shall find that the transfer should be reversed. In the case of a thick Registry, if the Registrar of Record's Whois is not accessible or invalid, the applicable Registry Operator's Whois should be used. In the case of a thin Registry, if the Registrar of Record's Whois is not accessible or is invalid, the Dispute Resolution Provider may place the dispute on hold until such time as the problem is resolved.

iii. In the case where a Losing Registrar NACKs a transfer, the Losing Registrar must provide evidence of one of the factors for which it is allowed to NACK as set forth in Section 3.1.4(ii)(d) of the TDRP. If the Losing Registrar cannot provide evidence that demonstrates any of the factors, and the Gaining Registrar provides to the Dispute Resolution Provider a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the transfer should be approved.

iv. The Dispute Resolution Panel may not issue a finding of "no decision." It must weigh the applicable evidence in light of the usTLD Transfer Policy and determine, based on a preponderance of the evidence, which Registrar should prevail in the dispute and what resolution to the Complaint will appropriately redress the issues set forth in the Complaint.

v. Resolution options for the Dispute Resolution Panel are limited to the following:

a. Approve Transfer

b. Deny the Transfer (This could include ordering the domain name be returned to the Losing Registrar in cases where a Transfer has already occurred.)

vi. Transfers from a Gaining Registrar to a third registrar, and all other subsequent transfers, are invalid if the Gaining Registrar acquired sponsorship of the domain name(s) at issue through an Invalid Transfer, as determined through the dispute resolution process set forth in this Transfer Dispute Resolution Policy.

vii. In the event the Dispute Resolution Panel determines that an Invalid Transfer occurred, the domain shall be transferred back to the registrar that was Registrar of Record immediately prior to the Invalid Transfer.

3.3 Fees for Dispute Resolution Service

3.3.1 The Dispute Resolution Provider shall determine the applicable filing fee ("Filing Fees"). The specific fees along with the terms and conditions governing the actual payment of such fees shall be included in the Dispute Resolution Provider's Supplemental Terms. It is critical that

Registrars fully understand the fees that must be paid, which party is responsible for paying those fees and when and how those fees must be paid.

3.3.2 In the event that the Complainant does not prevail in a dispute, the Filing Fees shall be retained by the Dispute Resolution Provider.

3.3.3 In the event that the Complainant prevails in a dispute, the Respondent, must submit to the Dispute Resolution Provider, the Filing Fees within fourteen (14) calendar days after such decision. In such an event, the Dispute Resolution Provider shall refund to the Complainant, whichever applicable, the Filing Fees, no later than fourteen (14) calendar days after it receives the Filing Fees from the Respondent. Such fees must be paid regardless of whether a court proceeding is commenced in accordance with Section 3.4 below. Failure to pay Filing Fees to the Dispute Resolution Provider may result in the loss of accreditation by the usTLD Administrator.

3.4 Availability of Court Proceedings

The procedures set forth above shall not prevent a Registrar from submitting a dispute to a court of competent jurisdiction for independent resolution before such administrative proceeding is commenced or after such proceeding is concluded. If a Dispute Resolution Panel decides a domain name registration should be transferred (either to the Gaining Registrar, or alternatively, back from the Gaining Registrar to the Losing Registrar), such Registrar will wait fourteen (14) calendar days after it is informed of the decision before implementing that decision. The usTLD Administrator will then implement the decision unless it has received from either of the parties to the dispute during that fourteen (14) calendar day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that a lawsuit has commenced with respect to the impacted domain name(s). If such documentation is received by the usTLD Administrator, as applicable, within the fourteen (14) calendar day period, the decision will not be implemented until (i) evidence is presented that the parties have resolved such dispute; (ii) evidence is presented that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering certain actions with respect to the domain name.

3.5 Decision Publication

3.5.1. The Dispute Resolution Provider may publish any decision made with respect to a transfer dispute initiated under the usTDRP. All decisions under this Policy may be published in full over the Internet except when the Panel, convened by the Dispute Resolution Provider, in an exceptional case, determines to redact portions of its decision. The portion of any decision determining a complaint to have been brought in bad faith shall be published.

3.5.2. Decision reports shall include, at a minimum:

  i.   The domain name under dispute;

  ii. The names of parties involved in the dispute;

  iii. The date of the implementation of the decision.

Updated: 1 December 2016

9 Pages

Withheld in their entirety
pursuant to FOIA Exemption 4
(5 U.S.C. § 552 (b)(4))

usTLD Stakeholder Council Charter

Scope of Work

The Council will address matters related to the operation of the usTLD in the interest of the usTLD user community. The work of the Council will be focused on:

1. Recommending to Neustar policies and other improvements to the management of the usTLD;
2. Ensuring that the needs of current usTLD domain name holders are considered in the management of the usTLD;
3. Providing input on mechanisms to enhance and improve the user experience and utility of the usTLD space; and
4. Improvements to the security within the usTLD and stable management of the space.

This policy agenda will be limited to matters within the scope of the current usTLD contract, as such contract may be amended from time to time.

Guiding Principles and Policies

In addition to the overarching goals of the Council stated above, the Council will work to advance the following guiding principles and policies, which are critical for operation of the usTLD in the public interest:

- The security, reliability, and stability of the Internet are of paramount importance, so the usTLD must operate in a highly stable manner and lead by example;
- The usTLD must continue to serve the needs of existing Registrants, support innovative new uses of the name space, and respect the rights of consumers and rights holders;
- The Council's operations and its policy development process must be fair, open, transparent and accountable, and must allow for participation by multiple stakeholders;
- The interests of individual usTLD Stakeholder Council members must be fully disclosed to ensure that the usTLD user community understands the interests being represented on the Council;
- The usTLD policies should be informed by best practices as developed by the global Internet stakeholder community, so effective outreach mechanisms are important components of usTLD policy;
- The usTLD should support and promote quality content for children, support digital literacy, and contribute to preparing America's next generation to compete in the global digital economy;
- The registration and operation of usTLD domain registrations must be effectively subject to the laws and regulation of the United States and the policies of the usTLD;
- The usTLD space must secure and maintain publicly accessible, accurate, and up-to-date WHOIS information for each usTLD Registrant;
- Innovation in the usTLD space should promote the public interest and benefit both commercial and noncommercial usTLD stakeholders; and
- Support and promote the growth and utility of the usTLD space as an engine for economic growth and innovation.

To ensure that it can fully execute its obligations as Registry Operator for the usTLD, a technical representative of Neustar also will participate on the Council as a non-voting member.

Selection and Term of Council Members

Neustar will select the initial council members based on the responses to a request for Expressions of Interest with the goal that the Council represent the variety of usTLD stakeholder perspectives. Neustar will fill Council vacancies as needed. Initial member terms of service will be staggered being appointed for two or three years. Thereafter members will be appointed to two-year terms. Members may also be reappointed to additional terms. Neustar may not appoint members to terms that exceed the length of the usTLD contract with DOC.

Council Member Activities

As members of a stakeholder advisory body whose purpose is to assist in the development of policies and other requirements for the management of the usTLD in the public interest, Council members may conduct the following activities in support of the Council:

- Engage in outreach efforts to the broader usTLD community to better inform the Council's work and to better understand the views of the stakeholders the Council member represents;
- Provide input and comment on the usTLD policies and requirements, and propose for Council consideration improvements in those policies and requirements;
- Propose for Council consideration changes to the composition or procedures of the Council;
- Provide input to, and assist with, an annual virtual policy development forum organized by Neustar;
- Provide input and monitoring assistance as appropriate on mechanisms to facilitate public participation and stakeholder input into new, modified, or supplemental policies or procedures for the usTLD;
- Provide input into and review of policies developed by Neustar and/or issues identified in the annual "compliance report" to be provided by Neustar to the DOC; and
- Review and provide recommendations and/or comments on policy-related matters raised by Neustar, other members of the Council, or the usTLD community.

Neustar will facilitate the functions listed above as part of its public interest duties to the usTLD community and to ensure open and unbiased decision-making by the Council. Neustar will have the flexibility to consult Council members or other stakeholders with specific expertise to provide advice on particular programs.

Guidelines for Council Deliberations

Neustar anticipates that deliberations by the Council will be governed by the following guidelines:

Policy and Other Recommendations:

- The Council may make policy and other recommendations to Neustar in response to a direct request or proposal from Neustar. It may also submit to Neustar any recommendation for a specific policy or other improvement that would benefit the usTLD stakeholder experience or increase the use of usTLD by the usTLD community. If requests or proposals are made to the Council by Neustar, the Council will meet to consider the request or proposal as soon as practicable, but generally within 30 days after the request or proposal is made. Neustar will give reasonable consideration to

requests from the Council for additional time to enable members to conduct outreach activities within their respective constituencies and develop an educated assessment of a policy request or proposal.

- The Council may initiate a policy or other recommendation development process if a request for consideration is made by a member of the Council and endorsed by at least one-third (1/3) of the Council members. Such matters, however, should be within the scope of usTLD contract. To the extent that the Council has questions as to whether a particular recommendation is within the scope of the usTLD contract, it should consult with Neustar prior to consideration of such recommendation. Qualified requests will be placed on the agenda for a meeting of the Council, provided that the Council will be provided at least three weeks to consider a proposed policy before being asked to vote on it.

Council Comment and Informal Input:

- Neustar may request informal input from the Council on specific aspects of usTLD management or for other recommendations or input for the improvement of the space as the need may arise.

Council Recommendations and Input:

- The Council will work with Neustar to develop policies and procedures for receiving and responding to such requests.

Council Input

- The Council may offer input to Neustar on any issues within the Council's purview/scope of work. Neustar will give due consideration to all such input.

Decision-Making Process

Decisions of the Council require the presence of a quorum at a meeting of the Council. A quorum is present when a majority of the Council members are present, either in person or virtually.

The Council will operate by consensus. Consensus is established when the Council members present for consideration of the subject at hand have reached substantial agreement and no member of the Council objects strenuously to the proposed position.

When consensus is not reached on a Council Policy recommendation or comment, any Council member may request a formal vote of the Council. A simple majority of the Council membership present, either in person or virtually, at a meeting is required for approval. Votes may be taken in person, electronically, or by other mechanisms mutually agreed upon by the Council members.

If requested, statements of minority opinions will be included along with the output of consensus decisions or majority votes.

Transparency of Council Activities

The Council will maintain a website, facilitated by Neustar, to inform the public about Council activities. Council meeting dates will be publicized on the website, along with meeting agenda items and the specific actions taken by the Council. Council meetings will be open to the public through a variety of communications technologies.

The Council will be representative of the broader usTLD stakeholder community. From time to time these procedures may be refined and improved based on public input. Comments received in the course of any consultation will be summarized and published. The community will be promptly updated on Council activity through the usTLD Stakeholder Resource Page. Members of the usTLD Stakeholder Council will be required to disclose the interests they represent in serving on the Council.

Meetings will be posted in advance. Council meetings will be open to the public and recorded and archived on the Stakeholder Resource Page.

Consideration of Council Action by Neustar

Neustar will review and evaluate policy recommendations and other Council input, and will determine whether the recommended policy (1) falls within the Council's scope of work; (2) followed the Council's guidelines for deliberation through a fair and open process; (3) furthers the purposes of the usTLD and serves the public interest and the interests of usTLD stakeholders; (4) does not unreasonably burden or undermine the efficient and commercially reasonable operation of the usTLD; and (5) is within the scope of the usTLD contract and consistent with U.S. law.

If Neustar determines that a policy recommendation from the Council does not meet these requirements, it will return the recommendation to the Council along with a detailed explanation of the reasons the recommendation was declined. The Council may reconsider the policy recommendation, make changes to it, and resubmit it for Neustar's consideration.

If Neustar determines that a policy recommendation meets the requirements, it will formulate and propose a change for review and approval by the DOC. The DOC retains final authority to review and approve or disapprove the policy recommendations submitted by Neustar.

Support for the Council

Neustar will provide a Council Secretariat, including a Manager of Public Participation, to manage the process for developing usTLD policy and other recommendations through the Stakeholder Council and help ensure that the Council is informed of the range of stakeholder perspectives so that it can make policy recommendations.

The Secretariat may carry out internal research and/or commission external research to provide stakeholders with evidence-based information to inform policy discussions. In some instances the Secretariat, in consultation with the Council, may also issue a call for experts on a particular topic and identify affected stakeholders to help form an issue group or roundtable forum to discuss issues in more detail. The Secretariat will assist the Council in considering how stakeholders may be affected by a proposed policy or recommendation, and, at Neustar's direction will be responsible for reaching out to stakeholders and gathering input on specific topics as appropriate.

The Secretariat will generally be responsible for publishing a summary of the feedback received throughout the course of any policy consultation and for maintaining the Stakeholder Resource Page. The Secretariat will keep the minutes of the Council meetings, document decisions, arrange the logistics for Council meetings (including travel, meeting space), provide communications technology resources and tools for public access to open Council meetings, and otherwise facilitate the Council's work.

usTLD Stakeholder Council Conflicts of Interest Policy

Article I: Purpose and Administration

Section 1.1

The purpose of the Conflicts of Interest Policy (the "Policy") is to ensure the integrity and independence of the usTLD Stakeholder Council (the "Stakeholder Council") and to ensure that the deliberations, decisions, and work product of the Stakeholder Council are objective, fair, and made in the interests of the usTLD community and the global Internet community as a whole.

Section 1.2

No member of the Stakeholder Council, nor any person engaged by or on behalf of the Stakeholder Council to provide services to the Stakeholder Council (a "Covered Person") may use his or her position with respect to the Stakeholder Council, or confidential corporate information obtained by him or her relating to the usTLD or the Registry Operator for the usTLD, in order to achieve a financial benefit for himself or herself or for a third person, including another nonprofit or charitable organization.

Section 1.3

This Policy is intended to supplement but not to replace any applicable laws governing conflicts of interest.

Section 1.4

The Chair of the Stakeholder Council shall administer and monitor compliance with this Policy, except with respect to a Potential Conflict of Interest involving the Chair, in which the Vice Chair of the Stakeholder Council shall administer and monitor compliance.

Article II: Definitions

As used in this Policy, the following terms shall have the meanings set forth below.

a. A "CONFLICT OF INTEREST" arises when the Stakeholder Council, following the procedures set forth in this Policy, determines that a Covered Person has a Potential Conflict that may in the judgment of a majority of the disinterested members of the Stakeholder Council, adversely impact the Covered Person's ability to act fairly and independently and in a manner that furthers the independence, integrity, fairness, and objectivity of the work of the Stakeholder Council.

b. A "CLOSE PERSONAL RELATIONSHIP" means any relationship other than kinship, spousal or spousal equivalent that establishes a significant personal bond between the Covered Person and such other individual that in the judgment of the Stakeholder Council could impair the Covered Person's ability to act fairly and independently and in a manner that furthers, or is not opposed to, the best interests of the Stakeholder Council and the usTLD.

c. The "FAMILY" of any Covered Person shall include the Covered Person's spouse; domestic partner; siblings and their spouses or domestic partners; ancestors and their spouses or domestic partners; and descendants and their spouses or domestic partners.

d. A "FINANCIAL INTEREST" exists whenever a Covered Person has or is engaged in discussions to have, directly or indirectly, through business, investment, or Family:

i. an ownership or investment interest in any entity with which the Registry Operator for the usTLD has an existing or proposed transaction, contract, dispute, or other arrangement;

ii. a compensation arrangement with any entity or individual with which the Registry Operator for the usTLD has a transaction, contract, dispute, or other arrangement; and

iii. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Registry Operator for the usTLD is negotiating a transaction, contract, dispute, or other arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. Transactions, contracts, and arrangements include grants or other donations as well as business arrangements.

A Financial Interest is a Potential Conflict but is not necessarily a Conflict of Interest. A Financial Interest does not become a Conflict of Interest until the Stakeholder Council, following the procedures set forth in this Policy, determines that the Financial Interest constitutes a Conflict of Interest.

e. A "PERSON" includes an individual, corporation, limited liability company, partnership, trust, unincorporated association, or other entity.

f. A "POTENTIAL CONFLICT" means any one or more of the following:

i. A direct or indirect Financial Interest of a Covered Person or a member of a Covered Person's Family, in a transaction, contract, dispute, or other arrangement involving or being considered by the Registry Operator for the usTLD or

ii. A close personal relationship between the Covered Person, or a member of a Covered Person's Family, with an individual who is, directly or indirectly through business, investment, or Family, a party to a transaction, contract or arrangement involving or being considered by the Registry Operator for the usTLD.

Article III: Procedures Regarding Conflicts of Interest

Section 3.1 Duty to Disclose

A Covered Person shall promptly disclose to the Stakeholder Council the existence of his or her Potential Conflict or the Potential Conflict of another Covered Person that may give rise to a Conflict of Interest with respect to the work of the Stakeholder Council. All matters identified on the Declaration of Interests and Affirmation regarding Conflicts of Interest Policy ("Declaration of Interests") shall be considered when disclosing the existence of a Potential Conflict. Any time there is a change in circumstance that would require an update to a Covered Persons' Declaration of Interests or would lead to the development of a new Potential Conflict, that update and further disclosure shall be made as soon as possible.

Section 3.2 Determining Whether a Conflict of Interest Exists

Any disclosure made under 3.1 of this Policy shall be distributed to the members of the Stakeholder Council.

At the request of any member of the Stakeholder Council, the Stakeholder Council shall have a discussion with the Covered Person regarding the material facts with respect to the Potential Conflict and the Covered Person may make a presentation to the Stakeholder Council regarding the facts, transaction, contract, dispute, or arrangement that gives rise to the Potential Conflict.

Thereafter, in the absence of the Covered Person who has disclosed a Potential Conflict, disinterested members of the Stakeholder Council shall determine whether or not the circumstances regarding the Potential Conflict constitute a Conflict of Interest.

The determination by the disinterested members in this regard is conclusive and may not be challenged by the Covered Person.

Section 3.3 Duty to Abstain

No member of the Stakeholder Council shall vote on any matter with respect to which he or she has been determined by the Stakeholder Council to have a Conflict of Interest.

In the event of such an abstention, the abstaining Stakeholder Council member shall state the reason for the abstention, which shall be noted in the notes of the meeting in which the abstention occurred.

No member of the Stakeholder Council shall participate in deliberations on any matter in which he or she has been determined by the Stakeholder Council to have a Conflict of Interest.

Section 3.4 Violations of the Conflicts of Interest Policy.

If any member of the Stakeholder Council has reasonable cause to believe a Covered Person has failed to disclose an actual or Potential Conflict of Interest, the Chair of the Stakeholder Council (or, if the Covered Person is the Chair, then the Vice Chair) shall inform the Covered Person, and initiate the procedures described in this Policy.

Article IV: Records of Proceedings

The written or electronic records of the Stakeholder Council relating to Conflicts of Interest shall contain:

   a. The names of Covered Persons who disclosed or otherwise were found to have a Potential Conflict in connection with a proposed transaction, contract, or arrangement;

   b. The nature of the Potential Conflict;

   c. Any action taken to determine whether a Conflict of Interest was present;

   d. The Stakeholder Council's decision as to whether a Conflict of Interest in fact existed;

   e. The names of the persons who were present for discussions and votes relating to the transaction, contract, disputes, or arrangement giving rise to the Conflict of Interest;

   f. The content of the discussion; and

   g. A record of any votes taken in connection therewith.

ARTICLE V: Statement of Interest

Each Covered Person shall sign a statement that affirms such Covered Person: (i) has received a copy of this Policy; (ii) has read and understands this Policy; and (iii) has agreed to comply with this Policy.

2017 Conflicts of Interest Report

Conflict of Interest Requirements and Code of Business Conduct

The policies, principles, and procedures related to Conflict of Interest Requirements described in Section 1.10 of the usTLD Rebid Proposal ("Proposal") remain fully in effect. No changes have been made to the policies and procedures described in Section 1.10 of the Proposal and there are no major events or issues to report related to the Conflict of Interest Requirements.

The Code of Business Conduct referenced and summarized in the proposal remains in effect for all Neustar employees and is publicly available at http://www.neustar.biz/about-us/investor-relations/code-of-conduct.

Conflicts of Interest Involving the usTLD Stakeholder Council

Neustar implemented the usTLD Stakeholder Council Conflicts of Interest Policy for all members of the usTLD Stakeholder Council. A copy of the Conflicts of Interest Policy is published on the Stakeholder Council Website and provided to each councilor. At the beginning of their terms, each Councilor was required to complete a Statement of Interest that included providing a signature certifying compliance with the usTLD Stakeholder Council Conflicts of Interest Policy. In completing their statements of interest all councilors certified compliance with the usTLD Stakeholder Council Conflicts of Interest Policy.

Neustar identified four employees who work directly with the usTLD Stakeholder Council including participation on calls, or involvement in other Council activities: Becky Burr, Kimberly Miller, Judy Song Marshall and Crystal Peterson. Each of these employees have completed a certification of compliance with the usTLD Stakeholder Council Conflicts of Interest Policy.

Neustar will continue to require Statements of Interest, including a certification of compliance with the usTLD Stakeholder Council Conflicts of Interest Policy, for any new members that join the usTLD Stakeholder Council or for any new Neustar employees that are assigned to work directly with the usTLD Stakeholder Council.

An updated version of the usTLD Stakeholder Council Conflicts of Interest Policy has been incorporated herein.

usTLD Stakeholder Council Conflicts of Interest Policy

Article I: Purpose and Administration

Section 1.1 The purpose of the Conflicts of Interest Policy (the "Policy") is to ensure the integrity and independence of the usTLD Stakeholder Council (the "Stakeholder Council") and to ensure that the deliberations, decisions, and work product of the Stakeholder Council are objective, fair, and made in the interests of the usTLD community and the global Internet community as a whole.

Section 1.2 No member of the Stakeholder Council, nor any person engaged by or on behalf of the Stakeholder Council to provide services to the Stakeholder Council (a "Covered Person") may use his or her position with respect to the Stakeholder Council, or confidential corporate information obtained by him or her relating to the usTLD or the Registry Operator for the usTLD, in order to achieve a financial benefit for himself or herself or for a third person, including another nonprofit or charitable organization.

Section 1.3 This Policy is intended to supplement but not to replace any applicable laws governing conflicts of interest.

Section 1.4 The Chair of the Stakeholder Council shall administer and monitor compliance with this Policy, except with respect to a Potential Conflict of Interest involving the Chair, in which the Vice Chair of the Stakeholder Council shall administer and monitor compliance.

Article II: Definitions

As used in this Policy, the following terms shall have the meanings set forth below.

(a) A "CONFLICT OF INTEREST" arises when the Stakeholder Council, following the procedures set forth in this Policy, determines that a Covered Person has a Potential Conflict that may in the judgment of a majority of the disinterested members of the Stakeholder Council, adversely impact the Covered Person's ability to act fairly and independently and in a manner that furthers the independence, integrity, fairness, and objectivity of the work of the Stakeholder Council.

(b) A "CLOSE PERSONAL RELATIONSHIP" means any relationship other than kinship, spousal or spousal equivalent that establishes a significant personal bond between the Covered Person and such other individual that in the judgment of the Stakeholder Council could impair the Covered Person's ability to act fairly and independently and in a manner that furthers, or is not opposed to, the best interests of the Stakeholder Council and the usTLD.

(c) The "FAMILY" of any Covered Person shall include the Covered Person's spouse; domestic partner; siblings and their spouses or domestic partners; ancestors and their spouses or domestic partners; and descendants and their spouses or domestic partners.

(d) A "FINANCIAL INTEREST" exists whenever a Covered Person has or is engaged in discussions to have, directly or indirectly, through business, investment, or Family:

> *(i) an ownership or investment interest in any entity with which the Registry Operator for the usTLD has an existing or proposed transaction, contract, dispute, or other arrangement;*

> *(ii) a compensation arrangement with any entity or individual with which the Registry Operator for the usTLD has a transaction, contract, dispute, or other arrangement; and*

> *(iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Registry Operator for the usTLD is negotiating a transaction, contract, dispute, or other arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. Transactions, contracts, and arrangements include grants or other donations as well as business arrangements.*

A Financial Interest is a Potential Conflict but is not necessarily a Conflict of Interest. A Financial Interest does not become a Conflict of Interest until the Stakeholder Council, following the procedures set forth in this Policy, determines that the Financial Interest constitutes a Conflict of Interest.

(e) A "PERSON" includes an individual, corporation, limited liability company, partnership, trust, unincorporated association, or other entity.

(f) A "POTENTIAL CONFLICT" means any one or more of the following:

(i)   A direct or indirect Financial Interest of a Covered Person or a member of a Covered Person's Family, in a transaction, contract, dispute, or other arrangement involving or being considered by the Registry Operator for the usTLD or

(ii)   A close personal relationship between the Covered Person, or a member of a Covered Person's Family, with an individual who is, directly or indirectly through business, investment, or Family, a party to a transaction, contract or arrangement involving or being considered by the Registry Operator for the usTLD.

Article III: Procedures Regarding Conflicts of Interest

1.1.1 Section 3.1 Duty to Disclose

A Covered Person shall promptly disclose to the Stakeholder Council the existence of his or her Potential Conflict or the Potential Conflict of another Covered Person that may give rise to a Conflict of Interest with respect to the work of the Stakeholder Council. All matters identified on the Declaration of Interests and Affirmation regarding Conflicts of Interest Policy ("Declaration of Interests") shall be considered when disclosing the existence of a Potential Conflict. Any time there is a change in circumstance that would require an update to a Covered Persons' Declaration of Interests or would lead to the development of a new Potential Conflict, that update and further disclosure shall be made as soon as possible.

1.1.2 **Section 3.2 Determining Whether a Conflict of Interest Exists**
Any disclosure made under 3.1 of this Policy shall be distributed to the members of the Stakeholder Council.

At the request of any member of the Stakeholder Council, the Stakeholder Council shall have a discussion with the Covered Person regarding the material facts with respect to the Potential Conflict and the Covered Person may make a presentation to the Stakeholder Council regarding the facts, transaction, contract, dispute, or arrangement that gives rise to the Potential Conflict.

Thereafter, in the absence of the Covered Person who has disclosed a Potential Conflict, disinterested members of the Stakeholder Council shall determine whether or not the circumstances regarding the Potential Conflict constitute a Conflict of Interest.

The determination by the disinterested members in this regard is conclusive and may not be challenged by the Covered Person.

1.1.3 **Section 3.3 Duty to Abstain**

No member of the Stakeholder Council shall vote on any matter with respect to which he or she has been determined by the Stakeholder Council to have a Conflict of Interest.

In the event of such an abstention, the abstaining Stakeholder Council member shall state the reason for the abstention, which shall be noted in the notes of the meeting in which the abstention occurred.

No member of the Stakeholder Council shall participate in deliberations on any matter in which he or she has been determined by the Stakeholder Council to have a Conflict of Interest.

1.1.4 **Section 3.4 Violations of the Conflicts of Interest Policy.**

If any member of the Stakeholder Council has reasonable cause to believe a Covered Person has failed to disclose an actual or Potential Conflict of Interest, the Chair of the Stakeholder Council (or, if the Covered Person is the Chair, then the Vice Chair) shall inform the Covered Person, and initiate the procedures described in this Policy.

Article IV: Records of Proceedings

The written or electronic records of the Stakeholder Council relating to Conflicts of Interest shall contain:

(a) The names of Covered Persons who disclosed or otherwise were found to have a Potential Conflict in connection with a proposed transaction, contract, or arrangement;

(b) The nature of the Potential Conflict;

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(c) Any action taken to determine whether a Conflict of Interest was present;

(d) The Stakeholder Council's decision as to whether a Conflict of Interest in fact existed;

(e) The names of the persons who were present for discussions and votes relating to the transaction, contract, disputes, or arrangement giving rise to the Conflict of Interest;

(f) The content of the discussion; and

(g) A record of any votes taken in connection therewith.

ARTICLE V: Statement of Interest

Each Covered Person shall sign a statement that affirms such Covered Person: (i) has received a copy of this Policy; (ii) has read and understands this Policy; and (iii) has agreed to comply with this Policy.

Statement of Interest

I, _____, have reviewed the usTLD Stakeholder Council Conflicts of Interest Policy and agree to comply with the terms of the usTLD Stakeholder Council Conflicts of Interest Policy.

Name: _____

Title:_____

Employer: _____

Signature: _____

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Code of Business Ethics

To be the single most trusted source of commercial insight and analytics, every Neustar director, officer and employee must help us maintain a culture of trust, respect and collaboration.

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Introduction from Charles Gottdiener, President & CEO

To be the single most trusted source of commercial insight and analytics, every Neustar director, officer and employee must help us maintain a culture of trust, respect and collaboration.

As Neustar continues to evolve, enter new markets and grow existing ones, what we do and how we do it is increasingly important to our customers, partners, investors and fellow employees. New and difficult issues will arise, and this code is intended to provide guidance about how to respond. In these situations, the code is intended to help reduce confusion and eliminate roadblocks so we can continue to be productive in our work.

The Code of Business Ethics serves as the framework within which we manage our business and as a reminder that respect for our work and colleagues, professionalism inside and outside the company, and the drive to achieve both excellence and integrity are essential to our continued success.

Knowing the code helps to foster an open environment at Neustar. Every director, officer, employee, and contractor is encouraged to ask questions and promptly report all concerns. Only by identifying concerns can we become better informed and improve as an organization. Please take the time to read the code and become familiar with it. Think about what these requirements mean to you in your work and incorporate them into your daily activities.

The code is a key tool in helping us fulfill our goals, and we all must comply with it. I ask that you actively use it as the framework on which we build Neustar's culture as one of trust, respect, and collaboration.

Sincerely,

Charles E. Gottdiener

Working at Neustar

Our Commitment: We seek to act responsibly at all times, even when that means making difficult choices.

Why it matters: Neustar has worked to build an excellent reputation among potential new hires, partners, clients, investors, the community, and the media. That reputation helps us all succeed. Our association with Neustar makes us look good—both when we're employed here, and later in our careers.

It matters for more practical reasons, too. A good set of ethical guidelines can help when it's time to make tough decisions. It also leads to a more satisfying work environment.

Let's face it: we may have to deal with ethical dilemmas. Wouldn't you rather work for a company that gives you the tools to deal with them?

What we do:
- Act with integrity and respect for others
- Follow the laws and regulations that apply to our work
- Operate as a socially responsible corporation
- Read this code of ethics even though it may be the tiniest bit dry, because we…
- Do the right thing, even when it's hard

What we don't do:
- Engage in anything shady
- Look for ways to skirt the rules
- Take the easy way out

A few more details: Everyone who regularly conducts business with or on behalf of Neustar is expected to follow these policies, including our subsidiaries and affiliates, our vendors and suppliers, and our independent contractors.

The bottom line: We do not tolerate unethical behavior at Neustar.

Here's the deal.

Ethics can be tricky. One way to make it easier is to follow the Golden Rule—do unto others as you would have done to you—in other words, you should follow the three Cs:

- Comprehend what rules and regulations you need to follow for your day job, particularly if you're a director, officer, or manager. Ignorance isn't a defense for breaking the law.

- Comply with the law. That applies to our code of conduct as well as any rules and regulations in your day-to-day.

- Call it out when in doubt; raise concerns when you have them.

Our Responsibility

Our Commitment: As a responsible corporation, we will use this code as a framework to make business decisions, at all levels of the business—and we commit to regular training to stay up to date on these principles.

Why it matters: It's easy to get caught up in the daily whirl of our responsibilities. Particularly when things get busy, it's tempting to take the easy route. Sometimes that's fine—but sometimes it can present ethical challenges. Without a refresher course on ethics every so often, a company and its people can get a bit forgetful, so we hold regular trainings on ethics and other related topics.

What that means:

- Employees regularly participate in online training

- When you're hired, you'll certify that you've read the code and understand it

- The Board of Directors is also required to certify that they have read and understand the code, both when elected and when re-elected

A few more details: Certifying that you've read and understand the code also means that you agree to abide by it, meaning:

- If you're asked to take part in any internal investigation or audit, do so fully and honestly.

- If you get a request for information (or notice of an investigation) in connection with Neustar, report it to our General Counsel.

- If you believe someone is violating the code, you have a responsibility to report it.

Take action: Deciding what to do may not be easy—but it's not all on you. **Talk to your manager, the Legal Department, or the Human Resources department. You can also call the Ethics Hotline at (888) 396-9033.** We will maintain information in confidence to the maximum extent possible, and we will not permit retaliation.

The bottom line: If you see something, say something. We will not tolerate any form of retaliation.

Does that make me a snitch?

Sometimes people don't report ethical issues because they're afraid of retaliation—but sometimes it's because they don't want to be the one who tells. It's everyone's responsibility to report behavior that's concerning, wrong, or potentially harmful.

What's worse?

- Reporting kickbacks, or keeping it quiet—which means penalizing a vendor who plays fair?

- Speaking up when someone shares confidential information, or letting our competitors get their hands on proprietary information?

It can be hard when you have a personal relationship with the individuals involved – but that doesn't change your obligations.

A Manager's Responsibility

Our Commitment: We will not tolerate any form of retaliation or intimidation. If you believe you or your employees are being retaliated against, please immediately contact our Ethics Hotline (888-396-9033).

Why it matters: Reporting ethics violations isn't easy to do. People might not report them because they don't want to be seen as a troublemaker or a tattletale; they may also fear retaliation or harassment, either from their manager, their peers, or the person they're reporting on. (See Chapter 3 for more information on retaliation and harassment.)

As managers, our actions influence everyone we work with—from our own peers to our direct reports, even our own managers. We have a responsibility to lead by example, model good behavior, and promote integrity.

As a manager, you are responsible for:

- Educating your team about any compliance issues, regulations, or laws they need to follow—and making sure they understand the risks and impacts of noncompliance

- Letting your team know that you want to know about any integrity or ethical concerns that they become aware of

- Modeling responsible, ethical business practices to your team

- Responding promptly to code violations that you observe or that are reported to you

- Protecting the confidentiality of anyone who reports an integrity concern to you

- Protecting your employees against retaliation for reporting code violations

- Making sure your team knows that business results are never more important than ethical conduct

- Considering compliance efforts when evaluating and rewarding employees—it may not be glamorous work, but it's vital to the success of our company

Leaders may be held accountable for allowing employees to violate the law, the code of ethics, or Neustar policies; for intentionally overlooking violations, or for failing to take reasonable steps to prevent or detect violations.

The bottom line: When someone reports an integrity concern, we evaluate it and determine the best course of action. We will not tolerate retaliation in any form regardless whether the report is made internally or externally.

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Code Administration

Our commitment: We strive to enforce the code in a prompt and consistent manner.

Responsibility for enforcing the code: The Board of Directors of Neustar has approved this code. The Neustar Legal Department is responsible for administration of the code, and the General Counsel oversees implementation and enforcement.

The General Counsel works with Human Resources to:

- Distribute the code and ensure its accessibility

- Educate and train us on the code's requirements

- Conduct investigations of potential code violations

- Hold periodic reviews of the code to make sure it's up to date

- Monitor compliance systems to deter illegal or unethical conduct

- Maintain procedures for employees to report violations

Responsibility for investigating violations of the Code rests with the Senior Vice President Human Resources and the General Counsel. They will make a preliminary determination that will be communicated to the principal manager of the alleged violator. The General Counsel and Senior Vice President Human Resources, in conjunction with the Chief Financial Officer and other members of executive management, as appropriate, have sole authority for making the final determination whether a violation has occurred. If the alleged violation involves a director or executive officer, however, the Audit Committee will have sole authority for making the final determination whether a violation has occurred.

Any questions regarding interpretation of the Code should be directed to the General Counsel or the Senior Vice President of Human Resources. The provisions regarding administration of the Code may be varied as necessary in particular cases and as may be required to conform to local law or contract. The Chief Financial Officer and the General Counsel will periodically report significant compliance issues to the Audit Committee of the Board of Directors, including significant reported Code violations, the status of such violations and, if applicable, the corrective actions taken.

Disciplinary action: It is our policy to evaluate code violations fairly, and if there is evidence that the code was violated, we will notify the person who allegedly violated it. That person will have an opportunity to respond to the concerns raised.

Whether discipline is required depends on the circumstances. For more information about disciplinary actions, see the Neustar Employee Handbook.

Amending, modifying, and waiving the code: Neustar reserves the right to modify, amend or alter the code without notice. We will try to make you aware of significant changes, but it's your responsibility to comply with the code at all time. Failure to receive notice or keep abreast of changes will not excuse non-compliance.

Neustar does not often grant waivers of provisions of our code, but in limited circumstances, we may find it appropriate. All waivers require the written pre-approval of your immediate manager, the Chief Financial Officer, and the General Counsel.

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Only the Neustar Board of Directors may waive compliance with our code for Executive Committee (EC) members, members of the C suite, and members of the Neustar Board of Directors.

Contact Information for Reporting Violations

Employees should report suspected Code violations: (a) to their manager or higher levels of management, the Senior Vice President of Human Resources, or the General Counsel; or (b) through the Company's Ethics Hotline or Web Form. If an accounting or auditing matter is involved, concerns or reports of violations may also be submitted by email to the Audit Committee.

Senior Vice President of Human Resources

Carey Pellock
21575 Ridgetop Circle
Sterling, VA 20166
Phone: (703) 464-4148

General Counsel

Kevin Hughes
21575 Ridgetop Circle
Sterling, VA 20166
Phone: (703) 889-6973

Compliance Hotline and Web Form

Use this link to access the Compliance Web Form.

The Ethics Hotline is **(888) 396-9033**

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Ethics Q&A

Answers to some frequently asked questions.

Can you give me examples of code violations?

People might violate our code of ethics if they break the law, flaunt regulations, or do something that is prohibited in this code of ethics or in any Neustar policy. For example, all of the following things are code violations:

- Sharing confidential information about Neustar's business with unauthorized persons
- Giving or accepting a bribe—even in non-monetary forms, like tickets to the theatre or a weekend trip
- Nepotism
- Harassment
- Making investment decisions based on material non-public information about customers
- Retaliation against those who report code violations

When should I report the violation?

As soon as possible. The longer you wait to address a concern, the worse it may become.

Will my concerns and identity remain confidential?

Yes, to the extent permitted by law, whether you use the Ethics Hotline (888-396-9033) or report your concerns to a manager or another Neustar employee. If you choose to report anonymously through the Ethics Hotline, that anonymity will be respected.[1] Even if you choose to identify yourself, we will take appropriate measures to protect the confidentiality of your report.

The information you provide will only be shared with those responsible for investigating and taking actions to resolve the concern on a "need-to-know" basis.

What will happen to my job if I report a violation or concern?

We forbid retaliation against anyone who, in good faith, raises concerns or helps investigate potential code violations. We do not tolerate retaliation at Neustar. Anyone who engages in retaliation will be subject to disciplinary action, up to and possibly including termination.

What happens when a report is made?

We will investigate your concerns fairly and thoroughly. As necessary, people with the right knowledge and objectivity will be assigned to investigate further and recommend corrective action as needed.

What do you mean by *retaliation*?

Retaliation includes any adverse action taken against someone in order to stop them from raising concerns or making a complaint, or in response to them having raised a concern. Neustar forbids any form of retaliation. We want to create an environment where our employees feel safe raising any concerns they may have. We want Neustar to be a great place to work.

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[1] P ease note that oca aw may affect our ab ty to accept anonymous reports n certa n s tuat ons. If you work outs de the Un ted States, p ease check the oca supp ement to the Emp oyee Handbook

Chapter 2: Our Reputation and Data

Conflicts of Interest

Our Commitment: We seek to keep our personal interests separate from our business interests.

What it is: Conflicts arise whenever your private or business interests conflict or interfere in anyway—or even appear to interfere—with Neustar's interests. You may think that's pretty rare, but it's not. Conflicts can include things that may seem minor, like working on a small mail-order business on company time, diverting business to one that you or a relative owns, or asking a colleague to hire a friend instead of the best candidate for the job. It's influencing a decision from which you personally stand to gain.

Why it matters: Even the perception of a conflict of interest can muddy the waters with our co-workers, clients, regulators and partners, undermining their trust in us. We want to preserve the excellent reputation we've spent years building.

> ### Recognizing conflicts
> Here are some common conflicts of interest:
>
> - Moonlighting for or sharing confidential information with any company that competes with Neustar
>
> - Taking advantage of a business opportunity that Neustar may be interested in
>
> - Accepting money, gifts, or anything of value in connection with any transaction involving Neustar
>
> - Using company property or information for personal gain

Tricky bits:

- A conflict of interest can exist even if you don't take advantage of it

- Simply being involved in a conflict of interest isn't always illegal or wrong—what causes trouble is the action you take as a result

- Often, all you need to do to defuse the situation is to report the conflict

Some scenarios:

Friends and family:

- A close friend or relative who provides services to Neustar can create a conflict of interest

- If a partner, relative, or friend is trying to develop a business relationship with Neustar, you should not try to influence that decision in any way

Serving on a board:

- If you want to serve on the board of a for-profit company, trade association, or government agency, you must first get approval from your vice president. To serve on the board of a non-profit, you must advise your manager.

Neustar directors, members of the Executive Committee (EC), and employees may not serve on the board of any telecommunications service provider (TSP) or interconnected VoIP provider (IVP), or the board of any affiliate of a TSP or IVP.

Moonlighting:

- Neustar employees cannot provide services to any of our competitors

- Any business activity outside of your job at Neustar must not interfere with your Neustar responsibilities

Confused? Ask yourself this question: If you think you might be in an ethically ambiguous situation, ask yourself this: *Could my actions result in my own personal gain—or harm to Neustar?* If the answer is yes, speak with your manager about it.

The bottom line: We all must work to avoid even the appearance of conflicts of interest—so if you find yourself in a tricky situation, speak with your manager to determine the best course of action.

Using Technology: Computers, Devices and Networks

Our commitment: We seek to protect our company's assets, including our computers, devices, and networks.

Why it matters: Computers and electronic data are essential to our business, but they can also be a point of vulnerability. So we ask that you use Neustar assets for business purposes only, in a way that is consistent with our policies. This includes protecting Neustar's physical assets, information systems and other technology assets, intellectual property (IP) rights and confidential information. For more information, see the Neustar Policy on the Acceptable Use of Technology Resources.

Personal use of company computers: We do permit some limited use of the computers for personal reasons. Make sure it doesn't interfere with your responsibilities and that it's in keeping with our code of ethics— and be aware that you should have no expectation of privacy in information stored on Neustar equipment and we do monitor the traffic on Neustar's network.

Where's the line?

Sometimes there's no way around it: you have to take care of personal business during work hours. There's a right way to do it. Examples:

Acceptable use:
- Quickly checking your personal email or home calendar

- Looking up the number for a daycare or calling the doctor's office

Unacceptable use:
- Using Neustar IT to work for any business other than Neustar's

- Streaming video of your dog at doggy day care—all day long

Do:
- Make sure your devices are physically secure and password-protected
- Protect against malware and cyber threats by using up-to-date antivirus software, enabling the system's firewall, and promptly installing patches and updates
- Use a secure Internet connection
- Read and understand the Acceptable Use policy
- No matter what device you use for work—whether Neustar provided it for you or you bought it yourself—you must make sure any device you use for work is protected.

Don't:
- Broadcast your personal, political, or religious views during work hours or while using devices or accounts provided by Neustar
- Communicate inappropriate, sexually explicit, derogatory, harassing, or offensive statements
- Send unauthorized solicitations, business or personal
- Conduct business for another organization

The bottom line: Use work computers for work, and save the personal stuff for your personal devices on your own time.

Data and Privacy

Our commitment: We seek to properly use and secure personal information about employees, our customers, and their consumers, and we will respect the privacy of any personal data we collect.

Why it matters: Data privacy is in every employee's job description. If we can't protect data about our customers and their consumers (let alone our colleagues, investors, and vendors), we will lose the faith of our clients and our investors. We also stand to lose a significant part of our business if we do not protect others' data. For more information, see the Privacy, Security, and Data Governance site, where you will find Neustar policies on privacy, security, data governance, and other topics.

Privacy by design: We use "privacy by design" principles to protect personal privacy and safeguard personal information. We design all our new systems, processes, and products with privacy built in, and safeguard data privacy throughout its lifecycle. We take particular care when handling personal information about individuals.

"Personal information" includes:

- Names, dates of birth, telephone numbers, email and physical addresses

- Social Security numbers

- Financial records and billing information

- Insurance plan account numbers and other healthcare information

- Persistent identifiers of *any kind* – including Cookie IDs, IP Addresses, etc.

- Precise geo-location information

- Any combination of de-identified information that enables someone to link data to a particular person

Do:

- **Keep personal information and unique identifiers secure at all times**. Don't print it, download it to a USB drive, remove it from the office, send it in an unencrypted message, or access databases that contain personal information in a public place or over an unsecured wireless Internet connection. Protect it against loss, destruction, unauthorized access, unauthorized use, modification or disclosure.

- **Only use personal information for business purposes** and only in accordance with applicable law and the contract with our customer.

Don't:

- **Don't access or use it unless your job requires it.** Simply being able to access personal data on Neustar's computer systems or networks does not authorize you to access or use that data.

- **Don't transfer personal information to any third party**, including Neustar subsidiaries and vendors, unless you are required to do so and you know you are in compliance with all applicable federal and state law.

- **Don't transfer personal information outside its country of origin** without understanding additional legal restrictions that may apply. To learn more, contact our Chief Privacy Officer.

- NEVER combine unique identifiers or other information to identify specific individuals.

A few more details: For more information, see the Privacy, Security, and Data Governance site, including Neustar's Privacy and Confidentiality Policy.

The bottom line: If you believe that any personal information is or has been compromised, lost, stolen, misused, or improperly shared, immediately report it to your manager and the Chief Privacy Officer.

Protecting Our Reputation Online

Our Commitment: We will protect our reputation on social media and over digital channels. We are complete, accurate and honest in communicating externally about Neustar's business.

Why it matters: Thanks to the Internet, the written word lasts forever—and is endlessly portable. What you send in an email, a social media site, or a text can be easily forwarded worldwide, without your knowledge or consent. It doesn't take much for words to be misconstrued. People may take something you say in jest as a serious statement. They may also attribute your comments to Neustar, whether or not you intended them to.

Do not talk about Neustar on social media unless you're authorized to do so as part of your job. Always follow the Neustar Social Media Guidelines.

Do:

- Use good judgment when writing or posting anything online, in email, in texts, video meetings, IM, etc.
- Be respectful of other people and companies, and guard against making statements that might reflect badly on Neustar
- Refer any inquiries from the media to the Corporate Communications team.

Don't:

- Say anything about Neustar in a blog or post unless it is part of your job responsibilities
- Get sucked into troll warfare
- Disclose any confidential information on social media
- Bash our competitors—take the high road
- Say negative things about competing products or services—that can reflect badly on us as a company, and on you as an individual
- Use profanity, derogatory remarks, discriminatory or harassing comments, innuendo, or language that is threatening or abusive. Neustar prohibits that.
- Don't give statements or interviews about Neustar without first clearing it with the Public Relations team.

Media matters: Reporters do cruise social media sites to pick up news about their beats. Before making any statement or releasing any information to the media, contact the Corporate Communications team. The department coordinates all media releases and interviews.

Legally speaking: Neustar reserves the right to block offensive, illegal, and non-business-related sites, and to monitor and intercept the content of any messages or files in our system. The company does monitor workplace communications, including Internet activity, email, social media, and computer storage to make sure they're used responsibly and professionally. Any information and records produced by using these resources is subject to Neustar's review.

The bottom line: Be respectful, be nice, and remember that your words can last forever.

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Protecting Our Intellectual Property

Our commitment: We seek to protect Neustar's and others' intellectual property (IP) and the Neustar brand.

What is IP? Our IP includes the ideas we come up with, the methods we develop to do things a certain way, our algorithms, inventions, trade secrets—our secret sauce, basically. It includes things like:

- Patents

- Trademarks/service marks

- Taglines

- Domain names

- Copyrights (including copyrights in software)

- Design rights

- Rights in know-how (sometimes called "trade secrets" or "proprietary information")

- Rights under intellectual property agreements

Why does it matter? Our IP is one of our most valuable assets—it's why our clients seek us out and why our partners do business with us. Our brand and reputation are similarly valuable— our good name, once lost, is lost forever.

We have a legal responsibility to protect our IP: Each of us is required to understand and comply with the laws that pertain to our job responsibilities and activities. Do not, under any circumstances, use Neustar systems or equipment in violation of Neustar's or anyone else's IP rights, such as to engage in unauthorized duplication or distribution of copyrighted materials.

Who owns our IP? Neustar does. Whatever you've worked on during your time here, if Neustar hired you to create it, develop it, refine it, or work on it in any way, Neustar owns it. And when you leave Neustar, you must return all Neustar IP in your possession, including copies, to the company. (And while working here, you may not use any IP or confidential information you may have developed or seen at a previous employer.) For more information, see our Neustar Invention Policy.

This extends to our brand, as well: We're a leader in the information services and analytics business, and we must protect our reputation and our brand against dilution. Our logos and the Neustar name are recognized throughout the industry—and we have to make sure that they stay strong and recognizable, or we risk weakening the brand. Refer to the Neustar Visual Identity Guidelines whenever you are putting together content for the public, client, or partner audience.

The bottom line: We will vigilantly protect our IP and our brand, and the IP of our partners and clients.

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Confidential Information

Our Commitment: We will protect Neustar's and others' confidential information. (See the Neustar Data Classification Policy for our definition of *confidential information*.)

Why it matters: If disclosed, confidential information might be used by our competitors, or be harmful to Neustar or our customers. We have both an ethical obligation and a legal obligation to protect confidential information.

Legally speaking: When a third party—like a client or a vendor—discloses confidential information to us, we usually have to sign a nondisclosure agreement that is legally binding. We are required to comply with those contracts. We cannot disclose anyone else's confidential information in violation of a signed NDA.

If you do disclose confidential information, you may be subject to disciplinary action.

Finally, when you leave Neustar, you must return any confidential information in your possession. Even after your employment here ends, you are still bound by your nondisclosure agreement.

Keep it under your hat

Confidential information includes any nonpublic information concerning:

- Neustar, our employees, or our operations

- Our financial condition and/or our performance

- Sales leads or prospects

- Any information that may provide Neustar with a competitive advantage

- Information anyone else gives us with the expectation that we won't disclose it

- All other Neustar proprietary business information

The bottom line: Releasing confidential information can be harmful to our business and to our customers and partners. If you see it, report it.

Gifts & Entertainment

Our commitment: We will strive to avoid giving any gifts or providing entertainment that could violate laws or potentially embarrass our company.

Why it matters: Reasonable and appropriate gifts are a great tool for driving business. Used correctly, they can be great at reinforcing our brand, keeping us top of mind, and providing conversation starters with clients, vendors, and suppliers. But excessive or exorbitant gifts can violate laws and policies, cause embarrassment or chagrin—or worse, the appearance of unethical behavior on our part.

When a gift isn't just a gift: Giving a gift or providing entertainment that is excessive or exorbitant can make us look like we're courting favoritism or trying to influence a business decision improperly. It can be uncomfortable for the recipient as well, making that person think he or she is under an obligation to either respond in kind or treat Neustar favorably.

What does the term "gift" include? What about "entertainment"? A gift is anything of value—including intangible things like travel, lodging, wine, and services. It can also include meals where the host doesn't attend. Entertainment includes meals, sporting events, and other outings.

The feds don't need gifts or entertainment. Really. It gets even trickier with government officials or employees, members of Congress, and the executive branch. For example, Congressional ethics rules prohibit members of Congress or their employees from accepting any gift. If you give a congressional representative a gift in connection with an official action they have taken, that can be seen as a bribe—and prosecuted under federal criminal law (18 U.S.C. § 201).

Our entertainment budget doesn't cover bail, so if you want to treat a legislator, government official, or a government employee, please consult with the General Counsel's office before you do. And if you're considering giving a gift to a foreign official, see our Anti-Corruption Policy to learn about some important restrictions. See Chapter 4 for more information on doing business with governments.

Acceptable gifts for non-governmental recipients are:

- Reasonably priced (say, under $25)

- Infrequent and irregular

- In good taste

- Unsolicited

- Appropriate for the situation

- Something you or the recipient would freely discuss with coworkers or family members

Cash and cash equivalents, like gift cards, are *not* acceptable as gifts.

The bottom line: If a gift or a certain type of entertainment could cause any embarrassment for you or Neustar, refrain from giving it—or receiving it.

Chapter 3: Our Workplace

Working Together

Our Commitment: We seek to treat one another with fairness and respect.

Why it matters: Over the years, we've worked hard to create a culture of inclusion, and that's something we're proud of. Our work is creative and engaging precisely because we include all kinds of different people in the process.

Working with people from all walks of life helps us take a broader view—which helps us win more customers and compete internationally. If we want to keep doing industry-leading work, we need to make Neustar a safe, comfortable, and respectful place for a diverse workforce.

What we are:

- Respectful, dignified, and fair
- Engaged in work that is positive, creative, and rewarding
- Building a workplace that welcomes everyone

What we're not:

- All the same color, culture, ethnicity, religion, nationality, or orientation
- Playing favorites or politics
- An old boys' club
- Cliquish
- Unfriendly or hostile to anyone

It's a slippery slope

The tough thing about discrimination and harassment is that it can be subtle – even unintentional. That makes it hard to identify, hard to fight, and hard to stop.

For example:

- Ever find yourself freezing out a coworker? That's not cool. We don't have to be best friends, but we do have to work together.

- Who's the butt of the joke? It's great to have in jokes, but keep an eye on who the target is.

- The golden rule: When in doubt, ask yourself this: How would you feel if someone said/did that to someone you care about?

A few more details: Discrimination and harassment can be hard to identify, but the results are clear: both make people feel belittled, humiliated—even unsafe. In this section, we discuss our commitment to a fair and open workplace, how you can identify discrimination and harassment, and what to do about it when you see it.

Learn more: For more information about these policies, see the Neustar Employee Handbook and/or our Corporate Social Responsibility Philosophies and Policies site.

The bottom line: We do not tolerate behavior that demeans or belittles anyone at Neustar.

Discrimination

Our Commitment: We seek to build a high-performing, diverse workforce that is free of discrimination.

Why it matters: Diversity is an integral part of our business plan. The more diverse our workforce, the more diverse our thinking. By working with people from different cultures, lifestyles, and backgrounds, we broaden our perspective—which helps us speak to a broader range of customers. We want to build a workforce that is as diverse as the communities we operate in and the customers we serve.

Who we are:

- Black, white, Asian, South Asian, Native American, Hispanic, Pacific Islander,
- Gay, straight, bi, transgender
- Agnostic, Jewish, Muslim, Christian, Hindu, Buddhist, atheist
- Differently abled
- Single, married, divorced
- Citizens of the world—wherever creative, smart people are found, that's who we are.

Who we're not:

- Close-minded
- Homogenous
- Racist, bigoted, or bullies
- Ambivalent about discrimination in any form

Recognizing discrimination

Discrimination can be easy to miss if we're not its explicit targets. Look for these signs:

- **The shut-out:** Watch for attrition of a certain type of employee. If lots of female employees are looking for work elsewhere, that's a sign there could be a problem.

- **The halo effect:** Know someone who can do no wrong at work? Look at what they've got going for them—and then look at people who have the opposite traits. How are *they* treated? Is the star developer on the team lauded for his work—or his looks?

- **The glass ceiling:** Are people repeatedly passed over for promotion or recognition?

A few more details: Discrimination can be tough to spot, but it's important to acknowledge that it exists. And it is unacceptable at Neustar.

Discrimination can be toxic to morale and damaging to our dignity, creating a hostile, degrading environment. It's also expensive in terms of legal liability and public relations. If you see it, report it.

The bottom line: We do not tolerate discrimination.

Harassment

Our Commitment: We seek to maintain a workplace where we are all free of harassment on the basis of any protected characteristic — age, gender, race, ethnicity, creed, religion, disability, etc.

Why it matters: Harassment creates an intimidating, hostile, or offensive work environment that negatively affects a person's productivity, performance, or career. That, in turn, makes others feel unsafe. No one wants to work in a place where harassment is allowed in any way.

What it is: Harassment can take many forms, including but not limited to:

- **Verbal**: Derogatory or mocking statements, slurs, epithets, threats, innuendo, yelling, malicious gossip

- **Visual**: Cartoons, drawings, notes, or other written or graphic material posted in our offices that denigrate or show hostility toward anyone

- **Physical**: Offensive touching, obscene gestures, physical harm, isolation

- Sexual (which can be verbal, visual, or physical): See the Sexual Harassment section.

What it's not:

- Constructive criticism about one's work

- Performance improvement discussions

- Routine or respectful workplace conflict

- Differences of opinion

- Organizational changes

- A colleague being abrupt or having a bad day

Where it happens: Harassment takes place in the office, but it can also occur in any work-related setting: during business trips, offsite meetings, training sessions, and conferences. It can also happen online.

The bottom line: Whether it's physical, verbal, visual, or takes any other form, we do not tolerate harassment toward our employees, contractors, vendors, suppliers, consultants, or anyone else we work with.

Harassing behavior

All of the following, when based on an individual's protected group status, may constitute harassing behavior, and is not acceptable:

- Making statements, displaying objects, or sending content that is likely to make someone feel unwelcome, offended or uncomfortable.

- Physical intimidation or threatening behavior

- Overtly sexual conduct

- Conduct that deliberately embarrasses, belittles, or demeans others

Sexual Harassment

Our commitment: We will maintain a workplace where we are free of sexual harassment.

Why it matters: Like other forms of harassment and discrimination, sexual harassment creates a workplace where people cannot do their best work. It creates an environment that is intimidating, hostile, or offensive, and can have lasting impacts on a person's productivity, performance, or career. And it's not something we accept at Neustar.

What it is: Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature.

For example, sexual harassment can consist of unwelcome:

- Statements or conduct of a sexually explicit nature

- Sexual advances or requests for sexual favors

- Sexual advances that an employee feels obligated to accept in order to ensure continued employment or promotion

- Sexual advances that, if declined, result in threatened termination or another adverse employment action

- Promising a reward, directly or indirectly, for complying with a sexually oriented request

- Threats to retaliate for refusal to comply with a sexual request

- Engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome

- Making obscene gestures or using foul language of an offensive and sexual nature

- Displaying, storing, or transmitting pornographic or sexually oriented materials

The bottom line: We do not tolerate harassment on the basis of any protected characteristic, including sexual harassment.

Is it sexual harassment?

To determine whether you were the victim of sexual harassment, ask yourself:

- Was the behavior unwelcome?

- Was the behavior based on your sex?

- Would you call it severe or pervasive?

- Did it make the workplace seem hostile, intimidating, and offensive?

- Did it interfere with your performance at work?

- Did you have to accept the behavior or conduct to keep your job?

- Was your submission or rejection of the behavior used as the basis of an employment decision?

Retaliation

Our commitment: We will promptly and thoroughly investigate and address retaliation against any employee who raises concerns, makes a good-faith complaint, or takes part in an investigation.

Why it matters: We want Neustar to be a good place to work—and if it's not, we want to know about it. If you have a concern or a complaint, you should feel safe to report it. It's that simple.

What it is:

Retaliation can take many forms. If you have made a complaint of discrimination, harassment, retaliation or other conduct that violates this Code or any Neustar policy, and have experienced any of the following repercussions, talk to your manager, the Legal Department, or the Human Resources department. You can also call the Ethics Hotline at (888) 396-9033. Retaliation may include things like:

- Physical intimidation or threats
- Verbal intimidation or threats
- Coercion or bribery
- Being "frozen out" – not being invited to meetings, work activities, or social events
- Reassignment to another role or team
- Negative evaluation of your work that is not based on objective, measurable criteria
- Demotion or loss of job

What it's not:

- Negative comments on your performance that are justified and have nothing to do with having made a complaint
- Perceived slights from colleagues (who may not even know you made a complaint)
- Reassignment to another role or team due to a restructuring or team realignment
- Objective, verifiable managerial concerns with your work
- Any conduct that does not have to do with your having made a complaint about a violation of this Code or Neustar policy

A few more details: We treat retaliation seriously. We will promptly investigate and address any reports of retaliation. Like discrimination or harassment, those who engage in retaliation will be subject to disciplinary action and may be fired.

Learn more: See http://www.eeoc.gov/laws/types/facts-retal.cfm for details.

The bottom line: We do not tolerate retaliation. Report it if you see it or feel you were subject to it.

Reporting Discrimination, Harassment, and Retaliation

To report discrimination, harassment or retaliation—against yourself or another—immediately tell your manager or Human Resources. If you don't feel comfortable telling your manager or Human Resources, contact a member of senior management.

If after reporting the issue, you feel that the issue has not been resolved, call the Ethics Hotline at (888) 396-9033.

Our commitment: We take all complaints of harassment, discrimination, and retaliation seriously. We will not tolerate retaliation against anyone who follows this complaint process.

The complaint process: We will investigate all complaints promptly and thoroughly, and we will handle them as confidentially as possible. We require everyone involved in the investigation to maintain confidentiality to the fullest extent possible.

If, after conducting a thorough investigation, we determine that a complaint has merit, we will take immediate and appropriate corrective action. At the conclusion of the investigation, anyone found to have engaged in discrimination, harassment, or retaliation will be subject to disciplinary action up to and including termination of employment. Anyone found to have made false statements or a false complaint may be subject to discipline for lying. But this does not mean that employees are prohibited from lodging complaints if they are uncertain as to whether the conduct complained of is unlawful or in violation of Neustar policy; that determination will be made by Neustar after a thorough investigation. It simply means do not lie—and you will never be retaliated against for telling the truth.

Health and Safety

Our Commitment: We will maintain a healthy and safe workplace.

Why it matters: We must follow safe working procedures and actively work to prevent accidents. If you become aware of any threat to the safety of an employee, customer, supplier, contractor, consultant or other business partner or site, report it to your manager.

Workplace violence: Workplace violence or the threat of violence is unacceptable. Those who engage in violence or threats of violence will be subject to disciplinary action, up to and including termination of employment and potential prosecution. If you see threatening or violent behavior, call 911 and then report it to Human Resources—we will protect your confidentiality.

Drugs and alcohol: We don't allow use of perception-altering drugs and/or non-prescribed controlled substances in the workplace. Moderate alcohol consumption at Neustar-sponsored events is allowed if it's in compliance with all other Neustar policies. Overindulging in alcohol at a Neustar-sponsored event may impact others' health and safety, is not permissible, and may lead to disciplinary action.

Tobacco: Given what we know about second-hand smoke, we as a company have decided to keep our workplace free of tobacco. For more details about our policy and the cessation resources available to you, see the Employee Handbook.

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Charitable and Political Activities

Our Commitment: We contribute to the economic and social development of the communities in which Neustar is located.

Why it matters: Being an active and involved member of the community is an important Neustar value. However, while we support employees' community involvement, there are times when well-meaning support may lead to unwanted solicitation of coworkers.

Personal Community Activities: We encourage everyone to participate in their communities. Just be aware that your views and actions are your own, and not those of Neustar. In addition, you should ensure that outside activities do not interfere with your job performance. Neustar supports employees' personal community involvement through the Volunteer Time Off program found in the Employee Handbook.

Charitable Organizations: If you are working with a community organization and would like to use Neustar resources, you should first talk with your manager to ensure there is a tie to the business, then reach out to with Human Resources to get the necessary approvals. Make sure your enthusiasm for an organization doesn't inadvertently spill over into solicitation or pressuring behavior—no one should feel pressured to volunteer or contribute to a charitable organization. Neustar supports employees' charitable giving through the Community Matching Gifts Program.

Political Activities and Lobbying: Political contributions and lobbying are both highly regulated. Therefore, unless permitted by law and authorized in advance, do not make any contribution on behalf of Neustar or use its name, funds, personnel, property or services for the support of political parties or candidates.

Any questions should be directed to the General Counsel.

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Chapter 4: The Marketplace

Doing Business with Government Officials

Our Commitment: We will obey all applicable anti-corruption laws, compete based on the quality of our services, and act responsibly when dealing with government officials, even when such interactions occur through our business partners.

What does that mean? We won't bribe anyone—not the government, not government contractors, not foreign government officials, not their friends or family, not anyone. It's simple: You can't promise, give, offer or authorize a benefit to anyone to secure improper advantage, to improperly influence anyone, or to reward anyone for improper conduct. Not directly, not indirectly, and regardless of whether it involves Neustar's funds or your own. We can't hire or ask anyone to do it for us, either. We won't bribe anyone, blackmail anyone, try to corrupt anyone, and we won't threaten them, regardless of any impact on the bottom line.

So when you say _bribe_... A bribe could be anything of value —like cash, travel, new business, event tickets, etc. It doesn't matter if it's $1 or $1,000.

Why it matters: It's illegal, for one. In addition to domestic anti-corruption laws, others, laws like the US Foreign Corrupt Practices Act (FCPA) apply to all our operations across the globe. (You can see our FCPA/Anti-Corruption policy here.) Even suspected violations of these laws can hurt our reputation and cost Neustar millions of dollars.

Neustar believes in a level playing field for honest businesses. Corruption erodes our credibility and threatens the stability of our business—not to mention increasing the cost of doing business and leading to price surges.

Still Being Neutral

As the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA), Neustar operates under strict FCC regulations and a Neutrality Code of Conduct.

As employees, here's what that means, among other things:

- We cannot, with regard to services provided under these numbering contracts, show favoritism toward any organization or individual in the communications industry.

- We protect the confidential information of the communications providers we serve.

- We cannot work for a TSP or VoIP provider, or, if directly involved in NANPA or PA have a 1% or greater investment in a TSP or VoIP provider.

- If directly involved in NANPA or PA, we must provide semi-annual neutrality certifications and must complete annual neutrality training.

To make sure we comply with the FCC's regulations and the Neutrality Code of Conduct, Neustar submits to semi-annual neutrality audits.

For more information:
https://neunet.neustar.biz/Neutrality

Worse yet, one bribe begets another. It's like feeding stray cats, only illegal and punishable by prison time.

Bribes aren't just cash in a gym bag. Bribes can include:

- Business opportunities

- Favorable contracts or discounts on services

- Stock options

- Improper gifts

- Meals, travel, and/or entertainment

- Internships

- Offers of employment

- Political and charitable donations

What about gifts? Gifts, when reasonable, appropriate, and given without expectation of reciprocity, are fine—unless you're giving them to a legislator, government official, or government employee. The rules governing those gifts vary widely, so check with the General Counsel's office before giving any gifts. Sports cars, furs, country-club memberships, and other luxury items are not reasonable or appropriate. See Chapter 2 for more information about acceptable gifts.

What if we didn't know? Neustar could still face a criminal investigation even if we did not know, but should have known, that a bribe was being paid. We're also potentially liable if any of us offers or authorizes a bribe, even if it's not accepted. Under some circumstances, we could even be liable for bribes paid on our behalf by third parties like agents or consultants.

Penalties for violating the FCPA: Violations can lead to millions of dollars in fines, penalties and disgorgement of profits. If you are involved in a violation, you could face civil and/or criminal prosecution, including years of imprisonment and millions of dollars in fines.

How can we avoid it? There are things you can do to understand corruption better and strengthen our defenses against it.

- If your role requires you to interact with government officials, review our Anti-Corruption/FCPA policy carefully and attend any training sessions.

- Third parties that we hire—suppliers, vendors, contractors, etc.—must operate in accordance with the FCPA Policy. We must be vigilant when engaging third parties who will interact with the government on behalf of Neustar, and when considering engaging a third party that has any connection to a foreign official, among other things. Before hiring a third party, ask yourself:

  o Who owns the company?

  o Who are the officers?

  o Who will they interact with on behalf of Neustar?

  o What is the business rationale and need for the third party? And how was the third party identified?

  o What are their qualifications and experience for the job?

  o What is their understanding of and compliance with anti-bribery rules?

o Is their compensation reasonable under the circumstances?

o How long have they been in business?

If you spot a potential problem, or something doesn't seem right with a third party (or the way we intend to use them), please consult the General Counsel's office for advice on how to proceed.

A few more details: Bribery can lead to other unethical behaviors, undermining our confidence in one another and creating an atmosphere where anything goes. We don't want to be that kind of company, which is why we do not tolerate unethical behavior at Neustar.

Learn more: See the Anti-Corruption Policy for details.

The bottom line: All lightheartedness aside, we do not tolerate bribery or corruption in any form.

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Fair Competition

Our Commitment: We seek to deal fairly with one another, our customers, suppliers, vendors, and competitors.

Why it matters: Unfair business dealings restrain trade or restrict free and fair competition. They ruin things for companies that do work honestly, and we don't want any part of that.

Anti-trust laws are abundant in the US and the countries we do business in, and they apply to us as both a buyer and a seller of goods and services. Violating those laws can result in severe penalties, including fines and imprisonment.

Commonly prohibited practices:

- Price-fixing/price-stabilizing. It's illegal for competitors to act together to fix prices, even if it's just an informal arrangement.

- Divvying up customers. It's against the law for competitors to allocate certain groups of customers to one another.

- Exclusive agreements with suppliers or customers that effectively quash competition.

- Using confidential information about competitors. Only use legitimate means to gather information about competitors.

The bottom line: We follow both the letter and the spirit of the laws around commerce.

International Trade Laws:

When we do business internationally, we comply with all laws and regulations that govern transactions in non-US countries.

Some of those laws are broader than you might think:

- Export laws don't just cover goods—they include technologies and software, and "exporting" them can include digital means like email or video calls with software demos.

- Mergers and acquisitions—Some countries prohibit business dealings with other countries.

- Distribution of equipment—Do you know for sure that the laptops you're bringing to the Paris office won't be seized at Customs? Know before you go.

Accurate Accounts, Records, and Disclosure

Our commitment: We seek to make sure that our business communications and records are full, fair, timely, accurate, and understandable.

Why it matters: We must avoid even the appearance of sloppy or dishonest record-keeping. We are subject to extensive accounting and reporting laws and regulations. If we fail to comply with these laws, we could be subject to fines or more severe penalties.

Legally speaking: Our operations must comply with all accounting and financial reporting rules and regulations of the jurisdictions in which we operate. All of our books, records, accounts and financial statements (including time sheets, sales records and expense reports) must be maintained in the proper level of detail, appropriately reflect Neustar's transactions, conform to legal requirements and our internal controls and overall be managed as it is provided in our Records Management Policy. Our internal controls are designed to maintain accurate, complete and lawful financial records.

Accounting and Financial Reporting: Accounting and financial reporting practices must comply with accounting principles and other criteria, such as statutory reporting and tax requirements.

Disclosure Controls and Procedures: No action may be taken to influence, coerce, manipulate or mislead Neustar's auditors and Neustar management or to influence the conduct of an audit of Neustar's financial statements. If you are involved in Neustar's disclosure process, you must comply with Neustar's disclosure controls and procedures.

Proper Authorization and Approvals: Any transaction that you might undertake on Neustar's behalf should be approved by someone with the proper authority, and then signed by someone with signing authority. (For instance, you may have the authority to approve a vendor to do work for you, but you may not have the authority to sign the contract between Neustar and that vendor.) It is your responsibility to ensure that appropriate approvals, signatories and execution procedures are followed and that you abide by your personal authorization limits.

Policy Owner and Control Log

Policy Name and Accountability	
Name:	Code of Bus ness Eth cs
Owner:	Tracy Be trane, Emp oyee Re at ons Manager
Rev ew and Approva Frequency:	At east annua y

Send all questions suggestions and recommendations regarding the content of this document to the General Counsel

Policy Revision History					
Date Revised	Author	Description of the Revision (include version number)	Reviewed (name and date)	Approved (name and date)	Effective Date
February 2017	Burr	Code of Bus ness Eth cs 1.0 (rep ac ng Code of Corporate Conduct)	Board of D rectors	Board of D rectors	03/01/17
06/05/2017	Burr	Code of Bus ness Eth cs 1.1 (m nor ed ts)	Burr/Kennedy	Burr/Kennedy	06/05/2017
06/29/2017	Burr	Comp ance Counc adopt on	Comp ance Counc 6/29/17	Comp ance Counc 06/29/17	06/29/17
7/30/2018	Burr	Leadersh p updates, refreshed nkages, remova of neutra ty prov s ons, mod f cat on of Ins der Trad ng sect on, and m sce aneous correct ons	Dav d P gott, CRO/CCO	Dav d P gott, CRO/CCO	
10/18/2018	Be trane	Leadersh p update	Dav d P gott, CRO/CCO	Dav d P gott, CRO/CCO	10/18/2018

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Appendix D –
usTLD Agreements

usDRP DISPUTE PROVIDER AGREEMENT
(Approved by the U. S. Dept. of Commerce on February 21, 2002)

This Contract to provide dispute resolution services for .us domain space ("Contract") sets forth the basic terms and conditions of the agreement between _____ ("Dispute Provider") and NeuStar, Inc. (collectively with its affiliates, "NeuStar"), each of which is referred to as a "Party" and collectively the "Parties." The full execution of this Contract creates a binding agreement between the Parties.

1. General Purpose

The U.S. Department of Commerce, National Institute of Standards and Technology ("NIST") selected NeuStar to manage and administer the *.us* domain space, otherwise known as the country code top level domain of the Internet domain name system corresponding to the United States. NeuStar had previously agreed with representatives of the Dispute Provider that, if awarded this contract (Purchase Order No. SB 1335-02-W-0175) (the "Government Contract"), the Dispute Provider would adopt NeuStar's .US Dispute Resolution Policy and Rules, as approved by the U.S. Department of Commerce (the "NeuStar Policy") and provide certain dispute resolution services to domain name registrants in the .US top-level domain ("Dispute Resolution Services"). This agreement with Dispute Provider was part of NeuStar's response to the Request for Quotations of NIST.

2. Term

The term of this contract shall run concurrently with the term of the Government Contract. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the defaulting party fails to proceed promptly after being given notice to commence curing the default and thereafter proceed to cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this contract as of a date specified in such notice of termination.

3. Dispute Resolution Services

3.1. NeuStar Policy

Dispute Provider shall adopt the NeuStar Policy and make available, on a non-exclusive basis, Dispute Resolution Services in accordance with such NeuStar Policy.

3.2. Supplements.

Dispute Provider may supplement the NeuStar Policy with changes to time periods and similar matters, as required for effective administration, provided that such changes do not materially affect the substance of the NeuStar Policy.

3.3 Fees.

Except for the limitation set forth in Section 3.4 below, Dispute Provider may set, at its discretion, the fee structure for providing the Dispute Resolution Services in accordance with the NeuStar Policy. Dispute Provider acknowledges that NeuStar is not responsible, financially or otherwise, for the parties that avail themselves of the Dispute Resolution Services in accordance with the NeuStar Policy.

3.4 Restrictions

Dispute Provider shall set fee structures and time frames for its provision of the Dispute Resolution Services in accordance with the NeuStar Policy that are commercially reasonable and similar to those offered by other available dispute resolution services for similar disputes under the Internet Corporation for Assigned Names and Numbers' Uniform Dispute Resolution Policy.

4. Confidentiality

4.1. The Parties acknowledge that, in performance of this Contract, they may be furnished with, receive, or otherwise have access to Confidential Information. "Confidential Information" shall mean all information, in any form, disclosed by the disclosing Party to the other Party which the receiving Party knows or might reasonably expect is regarded by the disclosing Party as the Confidential Information of the disclosing Party, or which is otherwise designated as confidential, restricted, proprietary, or with similar designation. Confidential Information excludes any particular information that the receiving Party can demonstrate (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body.

4.2. Each Party shall use the same efforts to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. Each Party shall take reasonable steps to ensure that its employees comply with this Article. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall immediately, and at its own expense notify the disclosing Party in writing, and take such actions as may be necessary and cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from.

4.3. Except as otherwise permitted, the Parties may disclose such information to entities performing obligations required hereunder where: (1) such disclosure is necessary or otherwise naturally occurs in that entity's scope of responsibility, and (2) the entity agrees in writing to assume the obligations described in this Article, or (3) where

obligated by law to make such disclosure. Any disclosure to such entity shall be under the terms and conditions of this Article. Notwithstanding this subsection 4.3, the Parties may disclose the terms and conditions of this MoU to the Department of Commerce.

4.4. Each Party's Confidential Information shall remain the property of that Party except as otherwise expressly provided in the Contract. The obligations contained herein with respect to Confidential Information shall survive the expiration or termination of this Contract for a period of three (3) years or such longer period as required by regulation, law or court order.

5. Press Release

The Parties shall consult with each other and must agree on the timing, content, and form before issuing any press release or other public disclosure related to this Contract, unless law requires such disclosure.

6. No Conflicts

Each Party represents and warrants that it is not a party to any agreement or understanding with any other party that would prevent such Party from entering into or performing under this Contract.

7. Expenses

Each Party shall bear its own legal, accounting and other expenses in connection with this Contract and with performance of all necessary obligations under this Contract and under the Government Contract.

8. Mutual Cooperation

Each Party agrees to cooperate fully in litigation by a third party involving one or both of the Parties; however, this provision is not a guaranty or warranty by either Party of the other's performance and is not an indemnification.

9. Dispute Resolution

9.1 Mediation

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the Dispute Provider under its Commercial Mediation Rules.

9.2 Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which remains unresolved more than 60 days after initiation of a demand for mediation shall be settled by arbitration in the District of Columbia before a single arbitrator.   The arbitration shall be conducted pursuant to the Dispute Provider's Commercial Arbitration Rules, but shall not be

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administered by the Dispute Provider. Any and all determinations normally made by the Dispute Provider under the Commercial Arbitration Rules shall instead by made by the appointed arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

The Parties shall first attempt to identify a mutually acceptable arbitrator. However, if the Parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the Parties to the dispute, the either party may request that the arbitrator be appointed by the president of the Association of the Bar of the District of Columbia.

The arbitrator's fees shall be deposited equally by the parties, but may be awarded by the arbitrator as provided in the Commercial Arbitration rules. However, under no circumstances shall any Party to this agreement be responsible for the payment of any administrative fees to the Dispute Provider in connection with this arbitration agreement.

10. Survival

All terms of this Contract remain in effect until fulfilled and apply to respective successors and assigns.

11. Governing Law

This Contract, including its interpretation and performance there under, shall be construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Each Party hereby consents to the personal jurisdiction of the District of Columbia.

12. Indemnification.

Dispute Provider, at its own expense and within thirty (30) days after presentation of a demand by NeuStar under this Section, will indemnify, defend and hold harmless NeuStar and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NeuStar or any affiliate of NeuStar based on or arising from claims or alleged claims directly related to Dispute Provider's provision of Dispute Resolution Services. NeuStar, at its own expense and within thirty (30) days after presentation of a demand by Dispute Provider under this Section, will indemnify, defend and hold harmless Dispute Provider and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Dispute Provider or any affiliate of Dispute Provider based on or arising from any claim or alleged claim relating to NeuStar's operation, management or administration of the .US top-level domain, other than those directly related to the provision of Dispute Resolution Services by Dispute Provider. In any such case: (a) the indemnified party shall provide the indemnifying party with prompt notice of any such claim, and (b) upon the indemnified party's written request, the indemnifying party will provide the indemnified party all information and assistance reasonably necessary for indemnifying party to defend such claim, provided that the indemnifying party reimburses the indemnified party for its actual and reasonable costs incurred in connection with providing such information and assistance. The indemnifying party will not enter into any settlement or compromise of any such indemnifiable claim without the indemnified party's prior written

consent, which consent shall not be unreasonably withheld. The indemnifying party will pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the indemnified party in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

13.   Notices, Designations and Specifications.

All notices (including determinations, designations, and specifications) to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by an internationally recognized courier service.

If to NeuStar, addressed to:

NeuStar, Inc.
46000 Center Oak Plaza
Sterling, VA 20166

Telephone: +1 571 434 5400
Facsimile: +1 703 738 7965
Attention: Director, Law & Policy

If to Dispute Provider, addressed to:

Telephone:
Facsimile:
Attention:

14.   Disclaimer of Warranties.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLED, 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.

15.   Limitation of Liability.

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.

16. Assignment.

Any assignment of this Agreement shall be effective only upon written assignment 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 and the U.S. Department of Commerce.

17. No Third-Party Beneficiaries.

This Agreement shall not be construed to create any obligation by either NeuStar or Dispute Provider to any non-party to this Agreement.

18. 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 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.

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19. Entire Agreement.

This Agreement (including the documents and policies specifically referenced herein) constitutes the entire agreement of the parties hereto pertaining to the Dispute Resolution Services and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

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

NeuStar, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT TO
USDRP DISPUTE PROVIDER AGREEMENT**

This Amendment to the usDRP Dispute Provider Agreement ("Amendment") effective as of _____ day of _____, 2002 between NeuStar, Inc. (collectively with its affiliates, "NeuStar"), and _____ ("Dispute Provider").

WHEREAS, Registry Operator and Dispute Provider entered into that certain usDRP Dispute Provider Agreement dated _____ ("Agreement") for the provision of dispute provider services under the .us Dispute Resolution Policy and Rules.

WHEREAS, NeuStar and Dispute Provider now desire to amend that agreement to permit the provision of, in addition to the usDRP Service, a Nexus Dispute Resolution Service;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined shall have the same meaning set forth in the Agreement.

2. The Agreement is hereby Amended to permit the provision of, in addition to the usDRP Dispute Service, a Nexus Dispute Resolution Service.

3. The Agreement is hereby amended as appropriate to reflect the provision of the Nexus Dispute Resolution Service by Dispute Provider under the same terms and conditions as the usDRP Dispute Service. The reference to the ".US Dispute Resolution Policy and Rules" in Section 1 of the Agreement, as well as all references to the "NeuStar Policy" are amended to refer to the ".US Dispute Resolution Policy and Rules and Nexus Dispute Policy and Rules" and to the "NeuStar Policies", respectively.

4. Except as specifically modified by this Amendment, the terms and conditions of the Transaction Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

NeuStar, Inc.   Dispute Provider

                                               _____

By: _____   By: _____
     Name: Name:
     Title: Title:

usTLD Delegated Manager Agreement

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION
REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. **INTRODUCTION**. In this usTLD Delegated Manager Agreement ("**Agreement**"), "we", "us" and "our" refer to Registry Services, LLC, a Neustar company, ("**usTLD Administrator**"), a Delaware corporation located at 21575 Ridgetop Circle, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location, and "you" and "your" refer to any person that serves as a delegated manager ("**Delegated Manager**") responsible for the maintenance, support and administration over .us locality domain names ("**Locality Names**") registered by localities, schools, state agencies, federal agencies, distributed national institutes, and general independent entities (collectively referred to as "**Locality Registrants**"). This Agreement explains our obligations to you, and your obligations to us in relation to our usTLD domain registration services. If your usTLD domain name registration services for a particular Locality Name previously were provided under arrangement with any of our predecessors, including, but not limited to VeriSign, Inc., Network Solutions, Inc., or the Information Sciences Institute, University of Southern California (collectively referred to as "**Predecessors**"), your continued service as a Delegated Manager in the usTLD domain name space and the use of our usTLD Locality domain name registration services constitutes your assent to the terms of this Agreement. If you submitted an application for our usTLD Locality domain name registration services, the Effective Date of this Agreement shall be the last date signed of this Agreement. If you previously received usTLD domain name registration services from any Predecessor, and have agreed to the terms and conditions of this Agreement, the Effective Date of this Agreement is October 12, 2005.

2. **TERM**. The term of this Agreement is from the Effective Date to the date on which the usTLD Administrator has no further obligation to render .US Top Level Domain ("**TLD**") administration services under any agreement with the United States Government, or until earlier terminated pursuant to Section 26 hereof (the "**Initial Term**").

3. **FEES**. Any fees charged by Delegated Managers for locality domain names must be fair and reasonable and in accordance with standards and policies set forth in this Agreement.

4. **TRANSFERS OF DELEGATION**. A Delegated Manager may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to accept all existing sub-delegations and abide by the terms and conditions of this Agreement.

5. **COMPLIANCE WITH RFC 1480, AND ANY SUCCESSOR**. As a Delegated Manager, you hereby agree to provide Delegated Manager services consistent with the requirements set forth in this Agreement. In addition, you are responsible for knowing and agree to abide by the requirements for naming structure, registration, and database information specified in the third party document known as RFC 1480 (currently located at http://www.ietf.org/rfc/rfc1480.txt?number=1480), as supplemented by the rules and procedures on the official .us web site at http://about.us , which may be amended from time to time. In addition, a Delegated Manager that intends to re-delegate a locality name must adhere to the rules located at https://ns-cdn.neustar.biz/creative_services/biz/neustar/www/resources/domain-names/us-locality-compliance-report.pdf as may be amended from time to time. In the event that any provision in

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this Agreement conflicts with any of those contained within RFC 1480, the provisions of this Agreement shall control.

6. **NAME SERVERS.** You agree to maintain a minimum of two operational name servers for the specified domain name.

7. **ZONE TRANSFERS.** You or your Internet Service Provider authorizes us to perform AXFR zone transfers. You or your Internet Service Provider are required to take all steps necessary to enable the hosts at the usTLD Administrator to perform .US zone transfers. The usTLD Administrator reserves the right to change the list of IP Addresses at any time, at its sole discretion.

8. **RESPONSIBILITY FOR CUSTOMER SUPPORT.** As a Delegated Manager, you are responsible for (i) accepting and processing orders for Locality Names from all Locality Registrants that are qualified to register Locality Names under this Agreement, and (ii) providing customer service (including domain name record support) and technical support to such Locality Registrants. This includes entering into domain name registration services contracts with Locality Registrants, collecting registration data about the Registrants, and submitting registration information for entry in the usTLD registry database in compliance with this agreement ("**Delegated Manager Services**").

9. **EQUAL ACCESS TO ALL REGISTRANTS OF LOCALITY NAMES**. By accepting your role as a Delegated Manager, you hereby commit to providing all current and prospective Locality Registrants equivalent access to Delegated Manager Services. You shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out any Locality Registrant for disparate treatment unless justified by substantial and reasonable cause. In addition, you may not deny any registrations to any prospective Locality Registrant that meets the qualifications set forth in this Agreement.

10. **U.S. NEXUS REQUIREMENT AND OTHER POLICIES.** You and each of Your Locality Registrants must meet the usTLD Nexus requirements as set forth in the "usTLD Nexus Requirements" policy on the usTLD website at https://www.about.us/policies/ustld-nexus-requirements. In addition, you agree to abide by all policies established from time-to-time by the usTLD Administrator and published on the usTLD website.

11. **DELEGATED MANAGER'S REGISTRATION AGREEMENT WITH REGISTRANTS.** At all times during the Term of this Agreement, you shall have in effect an electronic or paper registration agreement with each Registrant of a Locality Name (a "Registration Agreement"). You shall, if so requested by the usTLD Administrator from time to time, promptly furnish to us a copy of each general form of Registration Agreement you use with Locality Registrants. You shall include in each Registration Agreement those terms specifically required by this Agreement and other terms that are consistent with your obligations to the usTLD Administrator under this Agreement and that will ensure ongoing compliance with this Agreement. Each Registration Agreement shall require that each Registrant agree to comply with the policies adopted by the usTLD Administrator as listed at http://www.about.us/policies, which include, but are not limited to:

    11.1. usTLD Specification on Registrant's Rights and Responsibilities
    11.2. usTLD Dispute Resolution Policy and Rules
    11.3. The usTLD Nexus Requirements
    11.4. Nexus Dispute Policy and Rules
    11.5. usTLD Acceptable Use Policy
    11.6. usTLD Administrator Reservation of Rights

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11.7. WHOIS Policies

11.8. usTLD Anti-Abuse Policies

11.9. Each Registration Agreement shall also provide notice to the registrant that the WHOIS data of registrants will be made available through a publicly accessible WHOIS database.

12. **DOC/USTLD ADMINISTRATOR REQUIREMENTS.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of DoC- mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

13. **SUB-DELEGEES.** A Delegated Manager may, at its discretion from time to time, designate one or more sub-delegees (each a "Sub-delegee") that will be permitted to provide Delegated Manager Services for Locality Names consistent with those permitted of you under this Agreement. You shall enter into a written agreement with each of your Sub-delegees (a "Sub-Delegee Agreement"), which will ensure compliance with this Agreement and include sufficient terms and conditions to obligate each Sub-Delegee to abide by all terms and conditions and all your obligations set forth in this Agreement. You shall be primarily liable for all acts or omissions of your Sub-Delegee, and the usTLD Administrator's obligations under this Agreement shall not be increased due to your appointment of Sub-Delegees. Further, in Your Sub-Delegee Agreement with each Sub-Delegee, you shall require such Sub-Delegee to indemnify, defend and hold harmless the usTLD Administrator, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to any activities of such Sub-Delegee. Each such Sub- Delegee Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

14. **SUB-DELEGATION RESPONSIBILITIES.** In the event sub-delegation records exist for the Locality Name you are registering, You agree to accept and manage the sub- delegation records and place the zone file we provide to you on your servers and ensure that all sub-delegation records are in accordance with this agreement. You must complete this task within seven (7) calendar days from your receipt of our zone file.

15. **ACCURACY OF INFORMATION.** In addition to submitting the data required by the usTLD Administrator to serve as the Delegated Manager for Locality Names, you are hereby required to submit the following data to the usTLD Administrator for each Locality Name under your control: (i) the Locality Name(s); (ii) the name, postal address e-mail address, voice telephone number and where available the fax number; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for that Locality Name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the Locality Name (as reflected in the usTLD database; and (vii) the expiration date (if any) of the Locality Names (collectively referred to as "**Data**"). You hereby certify that all data provided by you is, and will remain, true, correct, current, and complete. Furthermore, you shall require each Registrant of Locality Names to certify in their completed Registrant Agreements that all of information submitted in its domain name registration application is true, correct, current, and complete. The Registration Agreement shall also provide that a Registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update

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information provided to you shall constitute a material breach of the Registration Agreement with you and serve as a basis for cancellation of that registration.

16. **ENFORCEMENT OF ACCURATE DATA**

16.1.   You shall accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants.

16.2.   No later than thirty (30) days after receipt of a written complaint, you shall conduct an initial investigation into the veracity and accuracy of the contact details. If you determine that the information is false, inaccurate or not up to date, you shall issue a letter to the Registrant via e-mail, and regular first class mail, stating that the information contained in the Registrant's WHOIS record may be false, inaccurate or not up to date.

16.3.   The Registrant shall be required to update its contact information no later than thirty (30) calendar days from the date of such notice. If, within thirty (30) days, Registrant can either (i) show that it has not provided false or inaccurate contact information or (ii) provide the updated WHOIS information, then the registrant will be allowed to maintain its usTLD domain name registration. If, however, after thirty (30) days, the registrant either does not respond to Your notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and you shall be required to notify the usTLD Administrator in writing, terminate the registration, and provide any existing contact information to the usTLD Administrator.

17. **USTLD ADMINSTRATOR'S DISCLOSURE OF CERTAIN INFORMATION.** All data or information collected pursuant to this agreement shall be used or disclosed only according to the Neustar Privacy Policy (https://www.home.neustar/privacy). This policy is available, as modified from time- to-time at www.home.neustar. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

18. **U.S. GOVERNMENTS RIGHTS IN DATA.** You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all data provided by you, your Sub-Delegees and your Registrants.

19. **DOMAIN NAME DISPUTES.**

19.1.   Bad Faith Registrations. As a Delegated Manager in the usTLD, you and your Registrants agree to be bound by the usTLD Dispute Resolution Policy and Rules, that is incorporated herein and made a part of this Agreement by reference. The current version of the usTLD Dispute Resolution Policy and Rules can be found at http://about.us/policies.

19.2.   Disputes with Registrants. In the event that a domain name dispute arises over a Locality Name, in which the Registrant of the Locality Name challenges your authority to serve as the Delegated Manager of the Locality Name, usTLD Administrator reserves the right, at its sole discretion, to take back and administer the entire delegation pending the

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outcome of such dispute. The usTLD Administrator also reserves the right in such case to provide service, at its sole discretion, to the Registrant pending the outcome of the dispute. You hereby agree and acknowledge that in such an event, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement to the extent not prohibited by law.

19.3   In the event of any dispute, we reserve the right to prevent changes to your Locality Name records until (i) we are directed to do so by a judicial or administrative body, or (ii) we receive notification by you and the contesting party that the dispute has been settled. Furthermore, you agree that if you are subject to litigation, arbitration or administrative proceeding regarding a locality domain name registration and/or use of our domain name registration services, we may deposit control of that domain name record into the registry of the judicial, arbitration or administrative body by supplying to that body a certificate from us. In the event such control is deposited with the judicial, arbitration or administrative body, you may not be able to either (i) make changes to the domain name record, and/or (ii) use or allow the use of the domain name during the pendancy of the dispute. We will abide by the outcome of the judicial, arbitration or administrative proceeding upon receipt of a final order or award.

20. **NOTICES AND ANNOUNCEMENTS.** You authorize us to notify you, of information that we deem is of potential interest to you. Notices and announcements may include e-mails sent to the administrative and technical contacts, and other notices describing changes, upgrades, and new services or other information pertaining to the .us top-level domain.

21. **INDEMNIFICATION**. You, at your own expense and within thirty (30) days after presentation of a demand by usTLD Administrator under this Section, will indemnify, defend and hold harmless usTLD Administrator and its directors, officers, employees, representatives, agents, affiliates, and stockholders (along with usTLD Administrator, each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "**Claim**") brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any of your products or services; (ii) any agreement, including your dispute policy, with any Registrant or Sub-Delegee; or (iii) your business, including, but not limited to, your advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by You; provided, however, that in any such case: (a) usTLD Administrator or any other Indemnified Person provides you with reasonable prior notice of any such Claim, and (b) upon your written request, the usTLD Administrator or any other Indemnified Person will provide to you all available information and assistance reasonably necessary for you to defend such Claim; provided further that you reimburse the usTLD Administrator and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. You will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. You will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the usTLD Administrator and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

22. **RESERVATION OF RIGHTS.** The usTLD Administrator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, or at the direction of the U.S. Government: (1) to protect the integrity and stability of the registry; (2) to comply with any

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applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the usTLD Administrator, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement; or (5) to correct mistakes made by the usTLD Administrator or you in connection with a domain name registration. The usTLD Administrator also reserves the right to lock a domain name during resolution of a dispute.

23. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO YOUR INDEMNIFICATION OBLIGATIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF, OR CAUSES OF ACTION RELATING TO OR ARISING FROM, THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE USTLD ADMINISTRATOR'S LIABILITY UNDER THIS AGREEMENT EXCEED $1000.00.

24. **BREACH**. You agree that your failure to abide by any provision of this Agreement, any usTLD Administrator operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us regarding your registrant's domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other usTLD Administrator service(s) you are using without further notice. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

25. **NO GUARANTY.** You agree that registration of a locality domain name does not confer immunity from objection to either the registration or use of that name.

26. **REPRESENTATIONS AND WARRANTIES.** You agree and warrant that: (i) the information that you or your agent on your behalf provide to the usTLD Administrator under this Agreement is, to the best of your knowledge and belief, accurate, current, and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of the locality domain name nor the manner in which it is intended for use directly or indirectly infringes the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is" and "as available" basis.

27. **DISCLAIMER OF WARRANTIES.** WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED; TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR

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AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR .US DOMAIN NAME REGISTRATION SERVICE.

28. **TERMINATION**. We may terminate this Agreement at any time for any reason by giving you 15 days prior notice. You agree that we may terminate this Agreement if the information that you are obligated to provide under this Agreement , or that you subsequently modify, contains false or misleading information, or conceals or omits any information.   Furthermore,   you   agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us, a delegated domain manager, or the registry in registering your chosen domain name, (ii) resolve a dispute under Section 17, DOMAIN NAME DISPUTES, (iii) enforce the policies of the usTLD Administrator, or (iv) in the event a successor usTLD Administrator is chosen.   We may terminate this Agreement if the third-level, fourth- level or higher level Locality Name under which your Locality Name is registered is re- delegated to a third-party in accordance with Section 3, COMPLIANCE WITH RFC 1480.   You   shall   inform the usTLD Administrator at least 15 days before voluntarily relinquishing registered domain names or choosing to no longer serve as a Delegated Manager in the usTLD.

29. **MODIFICATIONS TO AGREEMENT.** Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change any part of the services provided under this Agreement at any time. We will attempt to post any such modification on the usTLD Web site or provide notice at least thirty (30) calendar days before it becomes effective. Any such revision or change will be binding and effective upon the date specified. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail to dotus@support.neustar or United States mail addressed as follows, Attention: Neustar, c/o usTLD Registry Services Support, 1650 Lyndon Farm Court, Louisville, KY 40223. Notice of your termination will be effective on receipt by us. By continuing to use usTLD Administrator services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No customer service employee, or contractor of the usTLD Administrator is authorized to alter or amend the terms and conditions of this Agreement.

30. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not be construed to create any obligation by the usTLD Administrator to any non-party to this Agreement.

31. **SEVERABILITY**. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

32. **ENTIRETY**. You agree that this Agreement, the locality domain name application processes, the rules and policies published by us, and the privacy statement constitute the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

33. **DISPUTE RESOLUTION; GOVERNING LAW.** Any and all disputes of any nature 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 pursuant to the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the English language and shall occur in the County of Fairfax, in the Commonwealth of Virginia, USA. There shall be three (3) arbitrators: each party shall choose one arbitrator, who together will select a third; if the two arbitrators are not able to agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) calendar days of the selection of the third arbitrator. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the Eastern District of the Commonwealth of Virginia, 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 a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or any court of competent jurisdiction located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

34. **AGREEMENT TO BE BOUND.** By accepting your role as a Delegated Manager in the usTLD and by using the service(s) provided by the usTLD Administrator under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by the usTLD Administrator.

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usTLD Locality Domain Name Registration Agreement

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. **Introduction.** This usTLD Locality Domain Name Registration Terms and Conditions Agreement (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) from Registry Services, LLC, a Neustar company ("Neustar"), acting in its capacity as the usTLD Administrator, and is made effective as of the date of electronic acceptance ("Effective Date"). Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at Neustar, 21575 Ridgetop Circle, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.

   Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, which incorporates by reference each of (i) Neustar's Terms of Use, (ii) all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the .US top-level domain ("usTLD") in which you register any locality domain name ("Registry Policies"), and (iii) any limits, product disclaimers or other restrictions presented to you on the usTLD Locality Based Structure landing page of the About.us website (this "Site").

2. **Term**. The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("TLD") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "Term").

3. **Definitions**.
   "Registered Name" refers to the domain name(s) within the domain of the usTLD identified on Registrant's completed contact form, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.

   "Registrant" refers to the holder of a domain name in the usTLD locality space.

   "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.

   "usTLD" means the .us country code top-level domain.

   "usTLD Administrator" means Registry Services, LLC, a Neustar company

   "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests   or WHOIS queries, for some or all of those names.

4. **The Service.** usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.

5. **Transfers of Delegations.** Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.

6. **Termination.**
   Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.

   Termination by usTLD Administrator. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
   - Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
   - Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
   - Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
   - Registrant sublicenses or sub-delegates the use of its locality domains to a third party.
   - Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement.

   Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.

7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.

8. **.US Policy Requirements**. Registrant shall comply with the policies adopted by the usTLD Administrator as listed at http://www.about.us/policies, which include, but are not limited to:
   - usTLD Specification on Registrant's Rights and Responsibilities
   - usTLD Dispute Resolution Policy and Rules
   - The usTLD Nexus Requirements
   - Nexus Dispute Policy and Rules

- usTLD Acceptable Use Policy
- usTLD Administrator Reservation of Rights
- WHOIS Policies
- usTLD Anti-Abuse Policies

Those policies in RFC 1480 applicable to .us domain name registrants, currently located at https://tools.ietf.org/html/rfc1480 as supplemented by the rules and procedures on the official .US web site at http://www.about.us, which may be amended from time to time; and

9. **DOC/USTLD Administrator Requirements**. The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce ("DoC") mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information.** Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.

11. **usTLD Administrator' s Disclosure Of Certain Information / WHOIS**. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the "WHOIS Database," currently located at http://www.whois.us. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

12. **Use of Data. Government Use of Data.** Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

13. **Privacy**. Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the Neustar Privacy Policy (https://www.home.neustar/privacy). This policy is available, as modified from time- to-time at www.home.neustar.

14. **Exclusive Remedy.** REGISTRANT AGREES THAT USTLD ADMINISTRATOR'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non- delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator's control; (4) loss or liability resulting from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations.** The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.

16. **Registry Disclaimer of Warranties.** REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR

FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17. **Indemnity**.
Registrant shall indemnify, defend and hold harmless usTLD Administrator. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions.** Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail.

Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.

19. **Agents**. Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights.** usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.

21. **Notices and Announcements.** Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.

22. **Severability**. Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible

consistent with applicable law and the remaining terms and provisions will remain in full force and effect.

23. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

24. **Waiver**. No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

usTLD Registrar Accreditation and Registry-Registrar Agreement

This REGISTRAR ACCREDITATION AND REGISTRY-REGISTRAR AGREEMENT (this "Agreement") is by and between Registry Services, LLC, a Neustar company, a Delaware corporation, with its principal place of business located at 21575 Ridgetop Circle, Sterling, VA 20166 ("Neustar"), and _____ [REGISTRAR'S NAME], a _____ [JURISDICTION AND TYPE OF ORGANIZATION], with its principal place of business located at _____ [REGISTRAR'S LOCATION] ("Registrar").

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

   1.1. "Accredited" or "Accreditation" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into this Agreement which sets forth the rules and procedures applicable to the provision of Registrar Services in the usTLD.

   1.2. "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the person or entity specified.

   1.3. "Affiliated Registrar" is another Accredited registrar that is an Affiliate of Registrar.

   1.4. "Agreement" means this usTLD Registrar Accreditation and Registry-Registrar Agreement, together with the following schedules and specifications, each of which are incorporated by reference herein, and in each case as amended from time to time in accordance with this Agreement:

      A. Terms and Conditions for Registrar Use of usTLD Registry System

      B. usTLD Specifications and Policies as established and published from time to time by usTLD Administrator, usTLD Registry Operator or any subcontractors at the following link: http://www.about.us/policies.

      C. usTLD Whois Accuracy Program Specification

      D. usTLD Whois Specification

      E. usTLD Registrar use of Resellers Specification

      F. usTLD Data Retention Specification

      G. Fee Schedule

      H. Registrar-Registrant Agreement Specification

      I. Registrant Rights and Responsibilities Specification

      J. Registrar Information Specification

1.5.   "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.6.   "DNS" refers to the Internet domain-name system.

1.7.   The "Effective Date" is the last date the Agreement is signed by the Parties.

1.8.   The "Expiration Date" is the date five (5) years after the Effective Date.

1.9.   "Illegal Activity" means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services.

1.10.   "Personal Data" refers to data about any identified or identifiable natural person.

1.11.   "Registered Name" refers to a domain name within the usTLD domain, whether consisting of two (2) or more (e.g., john.smith.us) levels, about which Neustar maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in the usTLD zone file (e.g., a registered but inactive name).

1.12.   "Registered Name Holder" means the holder of a Registered Name in the usTLD.

1.13.   The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with Neustar and collects registration data about the Registered Name Holders and submits registration information for entry in the usTLD Registry Database.

1.14.   "Registrar Services" means the services subject to this Agreement provided by a registrar in connection with the usTLD, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the usTLD Registry Database.

1.15.   "Registry Data" means all data submitted by registrars and maintained in electronic form, in the Registry Database, including all usTLD Zone-File Data, all data used to provide Registry Services, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in the Registry Database.

1.16.   "Registry Database" means a database comprised of data about one or more DNS domain names within the usTLD domain that is used to generate either DNS resource records that are published authoritatively or responses to domain- name availability lookup requests or Whois queries.

1.17.   "Registry Price List" means the list of fees published by usTLD Registry Operator from time to time. The Registry Price List: (i) contains the most current fees; (ii) will be made available

online on a website or other method to be advised by usTLD Registry Operator from time to time; and (iii) is subject to change from time to time in accordance with this Agreement.

1.18. "Registry System" means the system operated by Neustar for Registered Names in the usTLD including, without limitation, the EPP, the APIs, the Registrar Toolkit, as described in the Terms and Conditions for Registrar Use of usTLD Registry System.

1.19. "Registry Services," are the services provided by Neustar pursuant to the usTLD Agreement.

1.20. A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder.

1.21. A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses Accreditation, in accordance with then-current Neustar Specifications and Policies.

1.22. "Trademarks" means registered or unregistered marks related to the usTLD as provided by Neustar to Registrar.

1.23. "usTLD" or "the usTLD" refers to the top-level domain of the DNS operated by Neustar pursuant to the usTLD Agreement.

1.24. "usTLD Agreement" means the usTLD Agreement by and between Neustar, or its permitted assigns or successors, and the United States Department of Commerce ("DOC"), for the administration and operation of the usTLD. For the avoidance of doubt, nothing in this Agreement entitles Registrar to enforce any agreement between Neustar and DOC, and Registrar shall not be deemed to be a third-party beneficiary to any Agreement between the Neustar and the DOC.

1.25. The "usTLD Registry Operator" is Neustar or any entity subsequently under contract with the DOC to perform Registry Services for the usTLD.

1.26. "usTLD Specifications and Policies" are those specifications, policies, and procedures established by Neustar in accordance with the procedures specified in the usTLD Agreement, and taking into account input from the usTLD stakeholder community, as appropriate. Registrar agrees and acknowledges that the authoritative listing of usTLD Specifications and Policies is posted on the usTLD website at http://www.about.us/policies and as exhibited in this Agreement.

1.27. "usTLD website" is the authoritative website published by the usTLD Registry Operator at http://www.about.us/ or any other address as advised by the usTLD Registry Operator.

1.28. "usTLD Zone-File Data" means all data contained in the DNS zone file for the usTLD, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

1.29. "Term of this Agreement" begins on the Effective Date and continues until the earlier of (a) the Expiration Date, or (b) any other termination of this Agreement pursuant to the terms herein.

2. NEUSTAR OBLIGATIONS.

2.1. <u>Accreditation</u>. During the Term of this Agreement and subject to the terms and conditions of this Agreement, Registrar is hereby Accredited by Neustar to provide Registrar Services for the usTLD.

2.2. <u>Access to usTLD System.</u> Throughout the Term of this Agreement, Neustar shall provide Registrar with access as a registrar to the usTLD Registry System in accordance with the terms and conditions set forth in the Terms and Conditions for Registrar Use of usTLD Registry System.

2.3. <u>Maintenance of Registrations Sponsored by Registrar</u>. Subject to the provisions of this Agreement, and requirements under the usTLD Agreement, Neustar shall maintain the registrations of Registered Names sponsored by Registrar in the usTLD System so long as Registrar has paid the Fees owing in accordance with the Fee Schedule and this Agreement remains in effect.

2.4. <u>Registrar Use of Neustar and usTLD Name, Website and Trademarks</u>. Neustar hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Trademarks solely in connection with the provision and marketing of Registrar Services in order to: (a) state that it is Accredited by Neustar as a registrar for the usTLD; and (b) link to pages and documents within Neustar's usTLD website. No other use of Neustar's name, website or Trademarks is licensed hereby. This license may not be assigned or sublicensed by Registrar to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.

2.4.1. Registrar shall promptly notify Neustar of any actual or suspected infringement of the Trademarks by third parties, including Registrar's resellers or affiliates. Neustar shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Registrar shall not take any such actions without the prior written approval of Neustar; and Neustar shall retain any and all recoveries from such actions.

2.4.2. Registrar agrees to execute such other documents and to take all such actions as Neustar may request to effect the terms of this section 2.4, including providing such materials (for example URLs and samples of any promotional materials bearing the Trademarks), cooperation, and assistance as may be reasonably required to assist Neustar in obtaining, maintaining, and enforcing trademark registration(s) and any other form of protection for the Trademarks. Any and all rights in the Trademarks that may be acquired by Registrar shall inure to the benefit of, and are hereby

assigned to, Neustar. Registrar shall not assert ownership of the Trademarks or any associated goodwill.

2.5. <u>General Obligations of Neustar</u>. With respect to all matters that impact the rights, obligations, or role of Registrar, Neustar shall during the Term of this Agreement:

2.5.1. Exercise its responsibilities in an open and transparent manner;

2.5.2. Not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.5.3. Ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by Neustar standards, policies, procedures or practices.

3. REGISTRAR OBLIGATIONS.

3.1. <u>Obligations to Provide Registrar Services</u>. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for the usTLD in accordance with this Agreement.

3.2. <u>Submission of Registered Name and Registrant Data to Registry Database</u>. During the Term of this Agreement:

3.2.1. As part of its registration of Registered Names in the usTLD, Registrar shall submit to, or shall place in the Registry Database operated by Neustar for the usTLD the following data elements:

3.2.1.1. The name of the Registered Name being registered;

3.2.1.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.2.1.3. The corresponding names of those nameservers;

3.2.1.4. Unless automatically generated by the Registry System, the identity of the Registrar;

3.2.1.5. Unless automatically generated by the Registry System, the expiration date of the registration of the Registered Name;

3.2.1.6. Any other data Neustar requires be submitted to it including, specifically, the data elements listed in Subsection 3.3 below as well as information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.); and

3.2.1.7. Updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2 - 3.2.1.6 above for any Registered Name that Registrar sponsors, within 5 days of Registrar's receipt of such updates. 3.2.2.

3.2.2. Records. In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated usTLD Registry Operator, within ten (10) days of any such request by Neustar, Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the usTLD sponsored by Registrar, in a format specified by Neustar.

3.2.3. Public Access to Data on Registered Names. During the Term of this Agreement, Registrar shall, at its expense, provide a Whois service consisting of an interactive web page providing free public query-based access of up to date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar in the usTLD. The accessible data shall consist of elements that are designated from time to time by Neustar. Registrar may satisfy the interactive web page Whois requirement by providing a link to the usTLD Whois service operated by Neustar. Until Neustar otherwise specifies by means of a usTLD Specification or Policy, the usTLD Whois service operated by Registrar shall consist of the following elements as required by this Agreement or the usTLD Agreement:

3.2.3.1. The name of the Registered Name;

3.2.3.2. The names of the all nameserver(s) for the Registered Name;

3.2.3.3. The identity of Registrar (which may be provided through Registrar's website);

3.2.3.4. The applicable status of the Registered Name;

3.2.3.5. The original creation date of the registration;

3.2.3.6. The expiration date of the registration;

3.2.3.7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registered Name Holder;

3.2.3.8. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.2.3.9. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

3.2.3.10. An appendix to this Agreement, a usTLD Specification or Policy, or an applicable second-level Registrar agreement, for a particular second level domain may state substitute language for Subsections 3.2.3.1 through 3.2.3.9 as applicable to that second level domain; and in such event, the substitute language shall replace and supersede such Subsections 3 for all purposes under this Agreement but only with respect to that particular second level domain.

3.2.4. Upon receiving any updates to the data elements listed in Subsections 3.2.3.1 through 3.2.3.9 above from the Registered Name Holder, Registrar shall promptly update its database used to provide the public access described in Subsection 3.2.3.

3.2.5. To comply with applicable statutes and regulations and for other reasons, Neustar may amend the usTLD Privacy Policy to establish additional or different limits or requirements (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.2 and (b) on the manner in which Registrar may make such data available. Registrar shall comply with any such usTLD Specification or Policy.

3.2.6. Registrar shall meet or exceed the requirements set forth in the Whois Specification and the Whois Accuracy Program Specification.

3.3. <u>Retention of Registered Name Holder and Registration Data</u>.

3.3.1. For each Registered Name sponsored by Registrar within the usTLD, Registrar shall collect and securely maintain, in its own electronic database, as updated from time to time:

3.3.1.1. The data specified in the Data Retention Specification for the period specified therein;

3.3.1.2. The data elements listed in Subsections 3.2.3.1 through 3.2.3.9;

3.3.1.3. The name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and

3.3.1.4. Any other Registry Data that Registrar has submitted to Neustar or placed in the Registry Database under Section 3.2.

3.3.2. During the Term of this Agreement and for three (2) years thereafter, Registrar shall make the data, information and records specified in Section 3.3 available for inspection and copying by Neustar upon reasonable notice. In addition, upon reasonable notice and request from Neustar, Registrar shall deliver copies of such data, information and records to Neustar related to limited transactions or circumstances that may be the subject of a compliance-related inquiry; provided, however, that such obligation shall not apply to requests for copies of the Registrar's entire database or transaction history. Such copies are to be provided at Registrar's expense. Neustar shall not disclose the content of such data, information or records except as expressly required by applicable law, any legal proceeding or a usTLD Specification or Policy.

3.3.3. Notwithstanding any other requirement in this Agreement or the Data Retention Specification, Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date two (2) years following the domain registration's deletion or transfer to a different registrar.

3.4.   Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsection 3.2.1 and 3.2.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the usTLD. Upon a change in sponsorship from Registrar of any Registered Name in the usTLD, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed above concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any Specifications or Policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection 3.4.

3.5.   Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by Neustar, Registrar shall submit an electronic copy of the data described in Subsections 3.2.1.1 through 3.2.1.5 to Neustar or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and Neustar, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, Neustar, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to Neustar; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) Neustar's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, Neustar (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.6.   Business Dealings, Including with Registered Name Holders.

3.6.1.   In the event Neustar adopts a Specification or Policy that is supported by a consensus of Neustar-Accredited registrars, establishing or approving a Code of Conduct for Neustar-Accredited registrars, Registrar shall abide by that Code of Conduct.

3.6.2.   Registrar shall abide by applicable U.S. laws and governmental regulations, all usTLD Specifications and Policies as amended and/or added from time to time in accordance with this Agreement and the usTLD Agreement, and any requirements approved or mandated by the DOC in accordance with the usTLD Agreement.

3.6.3.   Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to the usTLD Registry System that is superior to that of any other registrar Accredited for the usTLD.

3.6.4.   Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance

of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.6.5. At the conclusion of the registration period for any particular Registered Name, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

3.6.5.1. Extenuating circumstances are defined as: usDRP action, valid court order, failure of a Registrar's renewal process (which does not include failure of a Registered Name Holder to respond), the domain name is used by a nameserver that provides DNS service to third-parties (if additional time is required to migrate the records managed by the nameserver), the Registered Name Holder is subject to bankruptcy proceedings, payment dispute (where a Registered Name Holder claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a Registered Name Holder disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by Neustar.

3.6.5.2. Where Registrar chooses, under extenuating circumstances, to renew a Registered Name without the explicit consent of the Registered Name Holder, the Registrar must maintain a record of the extenuating circumstances associated with renewing that specific Registered Name for inspection by Neustar consistent with clauses 3.2.2 and 3.3 of this Agreement.

3.6.5.3. In the absence of extenuating circumstances (as defined in Section 3.6.5.1 above), a Registered Name must be deleted within forty-five (45) days of either the Registrar or the Registered Name Holder terminating a registration agreement.

3.6.6. Registrar shall provide notice to each new Registered Name Holder describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed Registered Name would be deleted relative to the Registered Name's expiration date, or a date range not to exceed ten (10) days in length. If Registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the Registered Name Holder of the changes as it would to inform the Registered Name Holder of other material changes to the registration agreement (as defined in clause 3.6.8 of this agreement).

3.6.7. Registrar shall operate a website for domain name registration or renewal of Registered Names.

3.6.8.   Details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website used by Registrar for domain name registrations or renewals.

3.6.9.   Registrar's website should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period.

3.6.10. In the event that a Registered Name that is the subject of a usDRP dispute is deleted or expires during the course of the dispute, the complainant in the usDRP dispute will have the option to renew or restore the Registered Name under the same commercial terms as the Registered Name Holder. If the complainant renews or restores the Registered Name, the name will be placed in Registrar HOLD and Registrar LOCK status by Neustar, the WHOIS contact information for the previous Registered Name Holder will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the usDRP dispute finds against the complainant, the name will be deleted within forty-five (45) days. The Registered Name Holder retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

3.6.11. Registrar shall not insert or renew any Registered Name in the usTLD in a manner contrary to (i) any usTLD Specification or Policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal, or (ii) any list of names to be reserved from registration for the usTLD as determined by Neustar or DOC in their sole discretion.

3.6.12. Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar (the "Registrar-Registrant Agreement") including at least the provisions set forth in the Registrar-Registrant Agreement Specification. In addition, the Registrar-Registrant Agreement shall otherwise set forth the terms and conditions applicable to the registration of a domain name sponsored by Registrar. The Registered Name Holder with whom Registrar enters into a Registrar-Registrant Agreement must be a person or legal entity other than the Registrar, provided that Registrar may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case the Registrar shall submit to the provisions set forth in the Registrar-Registrant Agreement and shall be responsible to Neustar for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and Specifications and Policies. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the Registrar-Registrant Agreement between Registrar and any Registered Name Holder that relate to implementing the requirements the Registrar-Registrant Agreement Specification and any usTLD Specification or Policy.

3.6.13. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the Registrar-Registrant Agreement between Registrar and any Registered Name Holder that relate to implementing the requirements the Registrar-Registrant Agreement Specification and any usTLD Specification or Policy.

3.6.14. Registrar shall comply with the obligations specified in <u>Whois Accuracy Program Specification</u>. In addition, notwithstanding anything in the Whois Accuracy Program Specification to the contrary, Registrar shall abide by any usTLD Policy requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.6.15. Registrar shall abide by any usTLD Specification or Policy prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.6.16. Registrar shall publish on its website(s) and/or provide a link to the <u>Registrants' Benefits and Responsibilities Specification</u>, and Registrar shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

3.6.17. Registrar shall make available a description of the customer service processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.

3.6.18. Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of domain names or renewals or transfers of Registered Names.

3.6.19. <u>Domain-Name Dispute Resolution</u>. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by Neustar under Section 4, Registrar shall comply with the United States Dispute Resolution Policy ("usDRP") and the Nexus Dispute Policy ("usNDP"), both of which shall be easily accessible on theusTLD website. The appendix to this Agreement for a particular second-level domain and/or a separate Registry/Registrar agreement for a particular second-level domain may state additional dispute resolution policies and procedures to be implemented with respect to Registered Names in a particular second-level domain name space; in that event there are additional policies and procedures, such policies and procedures shall supplement the dispute policies and procedures contained in this Subsection 3.6 only with respect to that particular second level domain. Registrar shall also comply with the usTLD Rapid Suspension ("usRS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by Neustar for the usTLD. These policies are set forth on the <u>usTLD Dispute Resolution Program Specification</u>.

3.7. <u>Fees</u>. Registrar shall pay to Neustar the Fees set forth in the Fee Schedule.

3.8. <u>Obligations of Registrars under common controlling interest</u>. Registrar shall be in breach of this Agreement if:

    3.8.1. <u>Neustar</u> terminates an Affiliated Registrar's agreement with Neustar (an "Affiliate Termination");

    3.8.2. Affiliated Registrar has not initiated arbitration challenging Neustar's right to terminate the Affiliated Registrar's agreement under Section 5.10 of this Agreement, or has initiated such arbitration and has not prevailed;

    3.8.3. The Affiliate Termination was the result of misconduct that materially harmed consumers or the public interest;

    3.8.4. A second Affiliated Registrar has pursued, after the Affiliate Termination, the same course of conduct that resulted in the Affiliate Termination; and

    3.8.5. Neustar has provided Registrar with written notice that it intends to assert the provisions of this Section 3.8 with respect to Registrar, which notice shall identify in reasonable detail the factual basis for such assertion, and Registrar has failed to cure the impugned conduct within fifteen (15) days of such notice.

3.9. <u>Obligations Related to Provision of Registrar Services by Third Parties</u>. Registrar is responsible for the provision of Registrar Services for all Registered Names that Registrar sponsors being performed in compliance with this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its Resellers that enable Registrar to comply with and perform all of its obligations under this Agreement, including all requirements set forth in the <u>Registrar use of Resellers Specification</u>.

3.10. <u>Registrar Audits</u>. Neustar may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement. Any audits pursuant to this Section 3.10 shall be tailored to achieve the purpose of assessing compliance, and Neustar will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by Neustar, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar. As part of such audit and upon request by Neustar, Registrar shall timely provide all responsive documents, data and any other information necessary to demonstrate Registrar's compliance with this Agreement. Upon no less than ten (10) days notice (unless otherwise agreed to by Registrar), Neustar may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registrar with the terms and conditions of this Agreement. Neustar shall not disclose Registrar confidential information gathered through such audits except as required by applicable law, legal proceedings, or as expressly permitted by any usTLD Specification or Policy; provided, however, that, except as required by applicable law or legal proceedings, Neustar shall not release any information that Registrar has marked as, or has otherwise designated in writing

to Neustar as, a "confidential trade secret," "confidential commercial information" or "confidential financial information" of Registrar. If any applicable law, legal proceeding or Specification or Policy permits such disclosure, Neustar will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information, unless such notice is prohibited by law or legal proceeding. Such notice shall include to whom and in what manner Neustar plans to disclose such information.

3.11. <u>Registrar Contact, Business Organization and Officer Information</u>. Registrar shall provide to Neustar and maintain accurate and current information as specified in the Registrar Information Specification to this Agreement. In addition, Registrar shall publish on each website through which Registrar provides or offers Registrar Services the information specified as requiring such publication in the Registrar Information Specification. Registrar shall notify Neustar within five (5) days of any changes to such information and update Registrar's website(s) within twenty (20) days of any such changes.

3.12. <u>Registrar's Abuse Contact and Duty to Investigate Reports of Abuse</u>.

    3.12.1. Registrar shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity. Registrar shall publish an email address to receive such reports on the home page of Registrar's website (or in another standardized place that may be designated by Neustar from time to time). Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.

    3.12.2. Registrar shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the Registrar is established or maintains a physical office. Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within twenty-four (24) hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the report. In responding to any such reports, Registrar will not be required to take any action in contravention of applicable law.

    3.12.3. Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to Neustar upon reasonable notice.

3.13. <u>Additional Technical Specifications to Implement IPV6, DNSSEC and IDNs</u>. Registrar shall comply with the Additional Technical Specifications Schedule attached hereto and incorporated by reference herein.

3.14. Notice of Bankruptcy, Convictions and Security Breaches. Registrar will give Neustar notice within seven (7) days of (i) the commencement of any of the proceedings referenced in Section 5.6.8. (ii) the occurrence of any of the matters specified in Section 5.6.2 or Section 5.6.3 or (iii) any unauthorized access to or disclosure of Registered Name Holder account information or registration data. The notice required pursuant to Subsection (iii) shall include a detailed description of the type of unauthorized access, how it occurred, the number of Registered Name Holders affected, and any action taken by Registrar in response.

4. **PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

4.1. Compliance with usTLD Specifications and Policy. During the Term of this Agreement, Registrar shall comply with and implement all usTLD Specifications and Policies in existence as of the Effective Date and posted at http://www.about.us/policies from time to time and as may in the future be developed and adopted in accordance with the usTLD Agreement and taking into account input from usTLD stakeholders, as appropriate.

4.2. Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Accreditation Agreement, Registrar shall comply, on the schedule set forth in Section 4, with new or revised usTLD Specifications or Policies established through the procedures outlined in the usTLD Agreement and on the usTLD website http://www.about.us and taking into account input from the usTLD Internet community, as appropriate or as required by operation of the usTLD Agreement.

4.3. Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a usTLD Specification or Policy in which to comply with that specification or policy, taking into account any urgency involved.

5. **TERM, TERMINATION AND DISPUTE RESOLUTION.**

5.1. Term of Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated.

5.2. Renewal. This Agreement and Registrar's Accreditation will be automatically renewed for successive periods of five (5) years upon the Expiration Date and the expiration of each successive five-year term thereafter under the terms and conditions of this Agreement, unless:

5.2.1. At the time of such renewal, Registrar no longer meets Neustar registrar Accreditation criteria then in effect;

5.2.2. Registrar is not in compliance with its obligations under this Agreement at the time of the Expiration Date or at the expiration of any successive five (5) year term thereafter;

5.2.3. Registrar has been given notice by Neustar of three (3) or more material breaches of this Agreement within the two (2) years preceding the Expiration Date or the date of expiration of any successive five (5) year term thereafter; or

5.2.4. This Agreement has terminated prior to the Expiration Date or the expiration date of any successive five (5) year term thereafter.

5.2.5. In the event Registrar intends to renew this Agreement pursuant to this Section 5.2, Registrar shall provide Neustar written notice thereof during the period that is no more than ninety (90) days and no less than sixty (60) days prior to the Expiration Date and each successive five (5) year term thereafter. The provision of such notice shall not be a condition to renewal hereunder. Pursuant to its customary practices (as may be modified by Neustar), Neustar will provide notice to Registrar of the Expiration Date and the date of expiration of any subsequent term hereunder.

5.3. Right to Substitute Updated Agreement. Subject to Section 5.5, in the event that, during the Term of this Agreement, Neustar adopts a revised form Registrar Accreditation and Registry-Registrar Agreement (the "Updated Agreement"), Registrar (provided it has not received (i) a notice of breach that it has not cured or (ii) a notice of termination or suspension of this Agreement under this Section 5) may elect, by giving Neustar written notice, to enter into the Updated Agreement. In the event of such election, Registrar and Neustar shall as soon as practicable enter into the Updated Agreement for the term specified in the Updated Agreement, and this Agreement will be deemed terminated. If Registrar does not make an election or otherwise fails to enter into the Updated Agreement within ten (10) days after delivery of notice of an Updated Agreement, then Registrar shall be deemed to have accepted the provisions of the Updated Agreement and, as such, will be bound by all of the terms and conditions of the Updated Agreement.

5.4. Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving Neustar thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to Neustar pursuant to this Agreement.

5.5. Termination by Change of Agreement. If Neustar adopts an Updated Agreement, then, the Registrar may, within ten (10) days after delivery of notice of the Updated Agreement, terminate this Agreement immediately by giving written notice to Neustar. In the event that Neustar does not receive such notice of termination from the Registrar within such ten (10) day period, the Registrar shall be deemed to have accepted the provisions of such Updated Agreement and, as such, will be bound by all of the terms and conditions of the Updated Agreement.

5.6. Termination of Agreement by Neustar. This Agreement may be terminated before its expiration by Neustar in any of the following circumstances:

5.6.1. There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for Accreditation or renewal of Accreditation or any material accompanying the application.

5.6.2. Registrar:

- is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have:

- committed fraud,

- committed a breach of fiduciary duty, or

- with actual knowledge (or through gross negligence) permitted Illegal Activity in the registration or use of domain names or in the provision to Registrar by any Registered Name Holder of inaccurate Whois information; or

- failed to comply with the terms of an order issued by a court of competent jurisdiction relating to the use of domain names sponsored by the Registrar;

- or is the subject of a judicial determination that Neustar reasonably deems to be the substantive equivalent of any of the foregoing; or

- is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others; or

- is the subject of a non-interlocutory order issued by a court or arbitral tribunal, in each case of competent jurisdiction, finding that Registrar has, directly or through an Affiliate, committed a specific violation(s) of applicable law regulation relating to cybersquatting or its equivalent; or

- is found by Neustar, based on its review of the findings of arbitral tribunals, to have been engaged, either directly or through its Affiliate, in a pattern and practice of trafficking in or use of domain names identical or confusingly similar to a trademark or service mark of a third party in which the Registered Name Holder has no rights or legitimate interest, which trademarks have been registered and are being used in bad faith.

5.6.3. Registrar knowingly employs any officer that is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Neustar reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) days of Registrar's knowledge of the foregoing; or any member of Registrar's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Neustar reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registrar's board of directors or similar governing body within thirty (30) days of Registrar's knowledge of the foregoing.

5.6.4. Registrar fails to cure any breach of this Agreement within twenty-one (21) days after Neustar provides Registrar notice of the breach.

5.6.5. Registrar fails to comply with a ruling granting specific performance under Sections 5.10 or 10.1.

5.6.6. Registrar has been in breach of its obligations under this Agreement at least three (3) times within a twelve (12) month period.

5.6.7. Registrar fails to promptly cease any actions that Neustar has reasonably determined endangers the stability or operational integrity of the Internet or the usTLD or Neustar's network after receiving notice of that determination.

5.6.8. (i) Registrar makes an assignment for the benefit of creditors or similar act; (ii) attachment, garnishment or similar proceedings are commenced against Registrar, which proceedings are a material threat to Registrar's ability to provide Registrar Services for the usTLD, and are not dismissed within sixty (60) days of their commencement; (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registrar or maintains control over any of Registrar's property; (iv) execution is levied upon any property of Registrar, (v) proceedings are instituted by or against Registrar under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) days of their commencement, or (vi) Registrar files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations.

5.7. Termination Procedures. This Agreement may be terminated in circumstances described in Subsections 5.6.1 through 5.6.8 above only upon fifteen (15) days written notice to Registrar (in the case of Subsection 5.6.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.10 to determine the appropriateness of termination under this Agreement. This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.6.7 and 5.6.8.

5.8. Suspension.

5.8.1. Upon the occurrence of any of the circumstances set forth in Section 5.6, Neustar may, in Neustar's sole discretion, upon delivery of a notice pursuant to Subsection 5.8.2, elect to suspend Registrar's ability to sponsor new Registered Names or initiate inbound transfers of Registered Names for the usTLD for a period of up to a twelve (12) months following the effectiveness of such suspension. Suspension of a Registrar does not preclude Neustar's ability to issue a notice of termination in accordance with the notice requirements of Section 5.7.

5.8.2. Any suspension under Subsections 5.8.1 will be effective upon fifteen (15) days written notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.10 to determine the appropriateness of suspension under this Agreement.

5.8.3. Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new usTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from Neustar.

5.8.4. If Registrar acts in a manner that Neustar reasonably determines endangers the stability or operational integrity of the Internet, usTLD, or Neustar's network and upon notice does not immediately cure, Neustar may suspend this Agreement for five (5) working days pending Neustar's application for more extended specific performance or injunctive relief under Subsection 10.1. Suspension of the Agreement under this Subsection may, at Neustar's sole discretion, preclude the Registrar from (i) providing Registration Services for the usTLD delegated by Neustar on or after the date of delivery of such notice to Registrar and (ii) creating or sponsoring new Registered Names or initiating inbound transfers of Registered Names for any the usTLD. Registrar must also post the statement specified in Subsection 5.8.3.

5.9. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

5.9.1. Neustar will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that all Registrar's payments to Neustar for Fees are current and timely.

5.9.2. Registrar shall immediately transfer its sponsorship of Registered Names to another registrar in compliance with any procedures established or approved by Neustar.

5.9.3. All Confidential Information in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

5.9.4. All Fees and any other amounts owing to Neustar shall become immediately due and payable.

5.10. Resolution of Disputes Under this Agreement. Any and all disputes of any nature 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 pursuant to the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the English language and shall occur in the District of Columbia, Washington, D.C., USA. There shall be three (3) arbitrators: each party shall choose one arbitrator, who together will select a third; if the two arbitrators are not able to agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) calendar days of the selection of the third arbitrator. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the Eastern

District of the Commonwealth of Virginia, 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 a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or any court of competent jurisdiction located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

5.11.   Limitations on Monetary Remedies for Violations of this Agreement. NEUSTAR'S AGGREGATE MONETARY LIABILITY FOR VIOLATIONS OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY REGISTRAR TO NEUSTAR UNDER SUBSECTION 3.7 OF THIS AGREEMENT DURING THE PRECEDING TWELVE-MONTH PERIOD. REGISTRAR'S MONETARY LIABILITY TO NEUSTAR FOR VIOLATIONS OF THIS AGREEMENT SHALL BE LIMITED TO FEES OWING TO NEUSTAR UNDER THIS AGREEMENT AND, EXCEPT IN THE CASE OF A GOOD FAITH DISAGREEMENT CONCERNING THE INTERPRETATION OF THIS AGREEMENT, REASONABLE PAYMENT TO NEUSTAR FOR THE REASONABLE AND DIRECT COSTS INCLUDING ATTORNEY FEES, STAFF TIME, AND OTHER RELATED EXPENSES ASSOCIATED WITH LEGITIMATE EFFORTS TO ENFORCE REGISTRAR COMPLIANCE WITH THIS AGREEMENT AND COSTS INCURRED BY NEUSTAR TO RESPOND TO OR MITIGATE THE NEGATIVE CONSEQUENCES OF SUCH BEHAVIOR FOR REGISTERED NAME HOLDERS AND THE INTERNET COMMUNITY. IN THE EVENT OF REPEATED WILLFUL MATERIAL BREACHES OF THE AGREEMENT, REGISTRAR SHALL BE LIABLE FOR SANCTIONS OF UP TO FIVE (5) TIMES NEUSTAR'S ENFORCEMENT COSTS, BUT OTHERWISE IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF THIS AGREEMENT.

6. REPRESENTATIONS AND WARRANTIES

6.1.   Registrar. Registrar represents and warrants that: (1) it is an organization (e.g., corporation, partnership, limited liability company, government agency) duly formed, validly existing and in good standing under the laws of the [JURISDICTION OF INCORPORATION OF REGISTRAR] (2) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by Neustar, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform all its obligations under this Agreement.

6.2.   Neustar. Neustar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Neustar, and (4) no further approval, authorization or consent of

any governmental or regulatory authority is required to be obtained or made by Neustar in order for it to enter into and perform all its obligations under this Agreement.

7. CONFIDENTIALITY AND SECURITY

7.1. <u>Use of Confidential Information</u>. During the Term of this Agreement, each party (the "Disclosing Party") may be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

7.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

7.1.2. Each Party agrees that it and any person to whom it grants access to the Confidential Information of the other Party shall at all times hold such Confidential Information in trust and in the strictest confidence, with appropriate security safeguards and shall not, except the purpose of exercising its right or performing its obligations under this Agreement, use, exploit, duplicate, recreate, display, decompile, reverse assemble, modify, translate, or create derivative works based upon such Confidential Information.

7.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; <u>provided</u>, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information; <u>further provided</u> the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

7.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

7.1.5. Notwithstanding the foregoing, this Subsection 7.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.

7.1.6. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in

order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

7.1.7. The Receiving Party's duties under this Subsection 7.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

8. INTELLECTUAL PROPERTY.

8.1.   Subject to the licenses granted in this Agreement, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

8.2.   Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

9. AMENDMENT AND WAIVER.

9.1.   Except as set forth in Section 4, Section 5.3, this Section 9, Section 10.3 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 9 or Section 10.3 shall restrict Neustar and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Section 9 or Section 10.3 shall be deemed to limit Registrar's obligation to comply with Section 4.

10. MISCELLANEOUS PROVISIONS.

10.1.   Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.10, provided the party seeking such performance is not in material breach of its obligations.

10.2. <u>Handling by Neustar of Registrar-Supplied Data</u>. Before receiving any Personal Data from Registrar, Neustar shall specify to Registrar in writing the purposes for and conditions under which Neustar intends to use the Personal Data. Neustar may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty (30) days after it is provided to Registrar. Neustar shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. Neustar shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

10.3. <u>Assignment; Change of Ownership or Management.</u>

10.3.1. <u>Assignment to Successor usTLD Registry Operator.</u> In the event the usTLD Agreement is terminated (and such termination is deemed final under the usTLD Agreement) or expires without entry by Neustar and DOC of a subsequent registry agreement, Neustar's rights under this Agreement may be assigned to an entity with a subsequent registry agreement covering the usTLD upon DOC's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes all or substantially all of the duties of Neustar under this Agreement.

10.3.2. <u>Assignment in Connection with Assignment of usTLD Agreement with DOC</u>. In the event that the usTLD Agreement for the usTLD is validly assigned, Neustar's rights under this Agreement shall be automatically assigned to the assignee of the usTLD Agreement, provided that the assignee assumes all or substantially all of the duties of Neustar under this Agreement.

10.3.3. <u>Written Agreement</u>. Except as set forth in this Section 10.3, either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld. If Neustar fails to expressly provide or withhold its consent to any requested assignment (an "Assignment Request") of this Agreement by Registrar within thirty (30) calendar days of Neustar's receipt of notice of such Assignment Request (or, if Neustar has requested additional information from Registrar in connection with its review of such request, sixty (60) calendar days of the receipt of all requested written information regarding such request) from Registrar, Neustar shall be deemed to have consented to such requested assignment. Notwithstanding the foregoing,

i. Neustar may assign this Agreement without the consent of Registrar upon approval of Neustar Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of Neustar upon such assignee's express assumption of the terms and conditions of this Agreement,

ii. Registrar may assign this Agreement without the consent of Neustar to a wholly-owned subsidiary of Registrar upon such subsidiary's express assumption of the terms and conditions of this Agreement, and

iii.   Neustar shall be deemed to have consented to an Assignment Request in which the assignee associated with such Assignment Request is a party to a separate registrar agreement with Neustar on the terms set forth in this Agreement (provided that such assignee is then in compliance with the terms and conditions of such agreement in all material respects), unless Neustar provides to Registrar a written objection to such Assignment Request within ten (10) calendar days of Neustar's receipt of notice of such Assignment Request pursuant to this Section 10.3.

To the extent that an entity acquires a Controlling interest in Registrar's stock, assets or business, Registrar shall provide Neustar notice within seven (7) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the Specification or Policy on Accreditation criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, Neustar may request additional information from the Registrar establishing compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued Accreditation shall be resolved pursuant to Section 5.10.

10.4.   Third-Party Beneficiaries. The parties expressly agree that DOC is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any Registered Name Holder or reseller. Registrar acknowledges that nothing in this Agreement shall confer upon Registrar or any person or entity the status of an intended third-party beneficiary of the usTLD Agreement.

10.5.   Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

10.6.   Force Majeure. Except for the non-payment of Fees, neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such party uses commercially reasonable efforts to avoid or remove such causes of nonperformance as soon as possible.

10.7.   Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8.   Attorneys' Fees. Except as otherwise may be provided in Subsection 10.1 above, if any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against a party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

10.9.   Further Assurances. Each party hereto shall execute and/or cause to be delivered to the other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

10.10. Notices and Designations. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any written notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, when scheduled for delivery by internationally recognized courier service, or when delivered by electronic means followed by an affirmative confirmation of receipt by the recipient's facsimile machine or email server. For any notice of a new Specification or Policy established in accordance with this Agreement, Registrar shall be afforded a reasonable period of time after notice of the establishment of such Specification or Policy is e-mailed to Registrar and posted on Neustar website in which to comply with that specification, policy or program, taking into account any urgency involved. Notices and designations by Neustar under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to Neustar, addressed to:

Registry Services, LLC, a Neustar company
21575 Ridgetop Circle
Sterling, VA 20166
Attention: Vice President, Registry Services
phone +1 (571) 434–5400
fax: +1 (571) 434-5735

With a copy to:

Registry Services, LLC, a Neustar company
21575 Ridgetop Circle
Sterling, VA 20166
Attention: General Counsel
phone +1 (571) 434–5400
fax: +1 (571) 434-5735

If to Registrar, addressed to:

Registrar Name: _____
Courier Address: _____
Mailing Address: _____
Attention: _____
Registrar Website URL: _____
Telephone: _____
Facsimile: _____
e-mail: _____

10.11.   <u>Dates and Times</u>. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Washington, District of Columbia, USA.

10.12.   <u>Language</u>. All notices, designations, and Specifications or Policies made under this Agreement shall be in the English language.

10.13.   <u>Counterparts</u>. 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.

10.14.   <u>Entire Agreement</u>. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to Neustar in connection with its Accreditation, this Agreement (including the specifications, which form part of it) constitutes the entire agreement of the parties pertaining to the Accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

10.15.   <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

10.16.   <u>Construction</u>. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

10.17.　Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

[SIGNATURE PAGE FOLLOWS]

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

Registry Services, LLC	**[Registrar]**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A. Terms and Conditions for Registrar Use of usTLD Registry System

1. **Provision of Tool Kit; Limited License.**

    1.1.   Registrar Tool Kit. No later than five (5) business days after the Effective Date, Neustar shall provide to Registrar a copy of the Registrar Tool Kit the components of which are specified in Annex A.

    1.2.   Functionality. The Registrar Tool Kit shall provide sufficient technical specifications to permit Registrar to interface with the Registry System and employ its features that are available to registrars.

    1.3.   License. Subject to the terms and conditions of this Agreement, Neustar hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to Neustar in and to the Registry System including, without limitation, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the usTLD only and for no other purpose.

    1.4.   Disclaimer of Warranties. THE EPP, APIs, REGISTRAR TOOLKIT, Registry System AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. NEUSTAR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NEUSTAR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKIT, Registry System OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKIT, Registry System OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, NEUSTAR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKIT, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

    1.5.   Changes to Registry System. Neustar may, in its discretion from time to time make modifications to the EPP, APIs, or other software or materials licensed hereunder that will modify, revise or augment the features of the Registry System. Neustar will use commercially reasonable efforts to provide Registrar with at least sixty (60) days notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder. Neustar shall have no obligation under this Agreement to update, modify, maintain, or repair any EPP, APIs, or other software materials (or any updates or redesigns thereto) licensed under this Agreement to Registrar.

1.6.   Engineering and Customer Service Support. Neustar shall provide Registrar with engineering and customer service support as set forth in Annex B.

1.7.   Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the usTLD, Registrar shall submit complete data (and update such data) as required by technical specifications of the Registry System that are made available to Registrar from time to time and by the Agreement. Registrar hereby grants Neustar a non-exclusive, non- transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Neustar's operation of the usTLD.

1.8.   Security. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used 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 its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Neustar, any other registry operated under an agreement with Neustar, or any other registrar, except as reasonably necessary to register domain names or modify existing registrations in compliance with this Agreement. In addition, Neustar may from time to time require other reasonable security provisions to ensure that the Registry System is secure, and Registrar will comply with all such provisions.

1.9.   Resolution of Technical Problems. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Neustar may, in its sole discretion, temporarily suspend access to the Registry System. Such temporary suspensions shall be applied in a non- arbitrary manner and shall apply fairly to any registrar similarly situated, including any affiliates of Neustar that serve as registrars.

1.10.   Time of Entry of Domain Name Registration. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry System records shall control.

1.11.   Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of a Registrant's existing domain name registration from another registrar by following the policy set forth in the usTLD Transfer Policy outlined on the usTLD website at www.about.us/policies. When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of the usTLD Transfer Policy.

1.12.   Performance Specifications. The Performance Specifications for the usTLD Registry System are set forth in Annex C.

1.13. <u>Service Level Agreement and Performance Credits</u>. In the event Neustar fails to meet the performance specifications set forth in <u>Annex C</u> of this Exhibit, Neustar shall provide a credit to Registrar in an amount equal to its proportionate share of applicable performance credits set forth in <u>Annex D</u> of this Exhibit. Such performance credits shall constitute the sole and exclusive remedy available to Registrar with regard to Neustar's failure to meet the performance specifications.

ANNEX A

REGISTRAR TOOL KIT

Neustar-Registrar Software Development Kit includes, but is not limited to the following:

- Reference client implementations:
  - Java
  - C++
- Interface definition: XML Schema
- Neustar Operational Profile (our extensions)
- Authentication and Encryption guidelines
- EPP test plan and coverage matrix
- Java, C++ API documentation

ANNEX B

ENGINEERING AND CUSTOMER SERVICE SUPPORT

During the Term of this Agreement, Neustar will provide reasonable telephone and electronic customer support to Registrar, not Registered Name Holders or prospective customers of Registrar, for non-technical issues solely relating to the Registry System and its operation. Neustar will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and any reference client software included in the Registrar Tool Kit. While e-mail and FAQs are the primary method of help, Neustar will provide support on a 7-day/24- hour basis. Neustar will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

The Neustar provides a clear, concise and efficient deliberation of customer support responsibilities. Registrars provide support to registrants (i.e., Registered Name Holders) and Neustar provides support for registrars. This structure allows the Neustar to focus its support on the highly technical and administratively complex issues that arise between the Neustar and the Registrar and to focus on the system operations supporting the usTLD.

<u>Technical Help Systems</u>

Neustar will provide its registrars with the following types of technical support:

- Web-based self-help services, including:
  - Knowledge bases

- o Frequently asked questions
- o White papers
- o Downloads of EPP client software
- o Support for email messaging
- Telephone support from a central Help Desk
- Fee-based consulting services.

Web Portal

Neustar will implement a secure Web-based multimedia portal to help support registrar operations. To obtain access to these Web-based services, a registrar must register with the Neustar, and must have implemented our security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. Neustar will use commercially reasonable effort to communicate information regarding planned outages for database maintenance or installation of software upgrades to registrars at least thirty (30) days prior to the event. Neustar will also record outage information in the help desk database to facilitate compliance with the performance specifications. Finally, seven (7) days and again two (2) days prior to the scheduled event, Neustar will use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from Neustar's public website, which will describe the TLD service offerings and list of registrars, including Registrar, providing domain-name services.

Central Help Desk

In addition to implementing the website, Neustar will provide telephone support to registrars through a central Help Desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. Neustar will authenticate callers by using caller ID and by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure website. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and such other issues such as EPP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with EPP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by on-site maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets. Each customer-support and technical support specialist uses this problem

management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

Escalation Policy

Neustar's escalation policy defines procedures and timelines for elevating problems either to functional experts or to management for resolution if they are not resolved within the escalation-policy time limits. The following table is an overview of the escalation policy.

Level	Description	Escalation Policy	Notification
I	Catastrophic outage affecting overall registry operations	Data-center manager escalates to Neustar management and Disaster-Recovery Team if not resolved in 15 minutes	Web portal and email notifications to all Registrars within 15 minutes; updates every 30 minutes
II	Systems degradation affecting one or two registrar sessions but not overall registry operations	Systems engineer escalates to data-center manager if not resolved in one hour	Email notifications to affected Registrars; hourly updates
III	Technical questions	Help Desk customer support specialist escalates to the systems engineer if not resolved in two hours	Hourly updates to registrar via e-mail
IV	Basic questions	Help Desk customer support specialist escalates to the systems engineer if not resolved within four hours	Hourly updates to registrar via e-mail

Staffing

Initially, Neustar will staff its Help Desk with a complement of customer service specialists. Neustar will add staff as necessary to respond to incoming requests within the performance specification guidelines. Customer-service specialists will obtain assistance from Neustar's technical staff for any problems that cannot be resolved in one (1) phone call.

Test and Evaluation Facility

Neustar will establish an operational test-and-evaluation facility that will be available for Registrars to test their client EPP system. Neustar's technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, will support the registrars' testing. Once each new registrar is satisfied that its system is compatible with the Registry System, it may schedule a formal acceptance test that will be monitored by usTLD support team. Once a registrar is deemed compatible with the Registry System, Neustar will issue its user id and passwords, and the registrar can then begin operations.

Customer Satisfaction Survey

To determine the satisfaction of registrars with usTLD Services, Neustar will implement a Web-based customer-satisfaction survey that will consist of a set of survey questions related to the operations and performance of the usTLD.

PERFORMANCE SPECIFICATIONS

1. Introduction. The Performance Specification Matrix ("Matrix") below provides a list of performance specifications as they apply to the three Core Services provided by the Registry-SRS, Nameserver and Whois services.

2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

   2.1. "Core Services" refers to the three core services provided by the Registry System–SRS, Nameserver, and Whois Services.

   2.2. "Performance Specification" refers to the specific committed performance service levels as specified herein.

   2.3. "Performance Specification Priority" refers to the Neustar's rating system for Performance Specifications. Some Performance Specifications are more critical to the operations of the Neustar than others. Each of the Performance Specifications is rated as C1-mission critical, C2-mission important, C3-mission beneficial, or C4-mission maintenance.

   2.4. "Registrar Community" refers to all the registrars accredited by Neustar that have executed Neustar-Registrar Agreements with Neustar for the usTLD.

   2.5. "SRS" refers to the Shared Registration System; the service that the Registry System provides to the Registrar Community. Specifically, it refers to the ability of registrars to add, modify, and delete information associated with domain names, nameserver, contacts, and registrar profile information. This service is provided by systems and software maintained in coactive data centers. The service is available to registrars via an Internet connection.

   2.6. "Nameserver" refers to the nameserver function of the Registry System and the nameservers that resolve DNS queries from Internet users. This service is performed by multiple nameserver sites that host DNS resource records. The customers of the nameserver service are users of the Internet. The nameservers receive a DNS query, resolve it to the appropriate address, and provide a response.

   2.7. "Service Level Measurement Period" refers to the period of time for which a Performance Specification is measured. Monthly periods are based on calendar months, quarterly periods are based on calendar quarters, and annual periods are based on calendar years.

   2.8. "Whois" refers to the usTLD Administrator's Whois service. The usTLD Administrator will provide contact information related to registered domain names and nameserver through a Whois service. Any person with access to the Internet can query the usTLD Administrator's Whois service directly (via the usTLD Administrator website) or through a registrar.

3. Performance Specifications. usTLD Administrator shall use commercially reasonable efforts to provide usTLD Services for the usTLD.

3.1. <u>Service Availability</u>. Service Availability is defined as the time, in minutes, that the usTLD System's Core Services are responding to its users. Service is unavailable when a service listed in the Matrix is unavailable to all users, that is, when no user can initiate a session with or receive a response from the usTLD System ("Unavailability"). Service Availability is a C1 priority level.

3.1.1. <u>Service Availability</u> is measured as follows:

Service Availability % = {[(TM - POM) - UOM] / (TM - POM)}*100 where:

TM = Total Minutes in the Service Level Measurement Period (#days*24 hours*60 minutes).

POM = Planned Outage Minutes (sum of (i) Planned Outages and (ii) Extended Planned Outages during the Service Level Measurement Period).

UOM = Unplanned Outage Minutes (Difference between the total number of minutes of Unavailability during the Service Level Measurement Period minus POM).

Upon written request, and at the sole expense of the requesting registrar(s), Neustar will retain an independent third party (to be selected by Neustar to perform an independent calculation of the UOM). The frequency of this audit will be no more than once yearly during the term of the Agreement between Neustar and the Registrar.

This calculation is performed and the results reported for each calendar month for SRS and Whois availability and for each calendar year for Nameserver availability. Results will be reported periodically to the Registrar Community via e-mail.

3.1.2. <u>Service Availability–SRS</u> = 99.9% per calendar month. Service Availability as it applies to the SRS refers to the ability of the SRS to respond to registrars that access and use the SRS through the EPP protocol. SRS Unavailability will be logged with the usTLD Administrator as Unplanned Outage Minutes. The committed Service Availability for SRS is 99.9% and the Service Level Measurement Period is monthly.

3.1.3. <u>Service Availability–Nameserver</u> = 100% per calendar year. Service Availability as it applies to the Nameserver refers to the ability of the Nameserver to resolve a DNS query from an Internet user. Nameserver Unavailability will be logged with the Neustar as Unplanned Outage Minutes. The committed Service Availability for Nameserver is 100% and the Service Level Measurement Period is annually.

3.1.4. <u>Service Availability–Whois</u> = 99.95% per calendar month. Service Availability as it applies to Whois refers to the ability of all users to access and use the Neustar's Whois service. Whois Unavailability will be logged with the Neustar as Unplanned Outage Minutes. The committed Service Availability for Whois is 99.95% and the Service Level Measurement Period is monthly.

3.2. <u>Planned Outage</u>. High volume data centers like that used in the usTLD System require downtime for regular maintenance. Allowing for regular maintenance ("Planned Outage")

ensures a high level of service for the usTLD System. Planned Outage Performance Specifications are a C4 priority level.

3.2.1. <u>Planned Outage Duration</u>. The Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the usTLD Administrator is allowed to take the usTLD Services out of service for regular maintenance. Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. This Performance Specification, where applicable, has a monthly Service Level Measurement Period. The Planned Outage Duration for the Core Services is as follows:

3.2.1.1. Planned Outage Duration–SRS = 8 hours (480 minutes) per month;

3.2.1.2. Planned Outage Duration–Nameserver = (no planned outages allowed); and

3.2.1.3. Planned Outage Duration–Whois = 8 hours (480 minutes) per month.

3.2.2. <u>Planned Outage Timeframe</u>. The Planned Outage Timeframe defines the hours and days in which the Planned Outage can occur. The Planned Outage Timeframe for the Core Services is as follows:

3.2.2.1. Planned Outage Timeframe–SRS = 0000 Sunday -2400 UTC Saturday;

3.2.2.2. Planned Outage Timeframe–Nameserver =(no planned outages allowed); and

3.2.2.3. Planned Outage Timeframe–Whois = 0000 Sunday-2400 UTC Saturday.

3.2.3. <u>Planned Outage Notification</u>. The usTLD Administrator will notify all of its registrars of any Planned Outage. The Planned Outage Notification Performance Specification defines the number of days prior to a Planned Outage that the usTLD Administrator will notify its registrars. The Planned Outage Notification for the Core Services is as follows:

3.2.3.1. Planned Outage Timeframe–SRS = 3 days;

3.2.3.2. Planned Outage Timeframe–Nameserver =(no planned outages allowed); and

3.2.3.3. Planned Outage Timeframe–Whois = 3 days.

3.3. <u>Extended Planned Outage</u>. In some cases such as software upgrades and platform replacements an extended maintenance timeframe is required. Extended Planned Outages will be less frequent than regular Planned Outages but their duration will be longer. Extended Planned Outage Performance Specifications are a C4 priority level.

3.3.1. <u>Extended Planned Outage Duration</u>. The Extended Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the usTLD Administrator is allowed to take the usTLD Services out of service for extended maintenance. Extended Planned Outages are planned in advance and the Registrar Community is

provided warning ahead of time. Extended Planned Outage periods are in addition to any Planned Outages during any Service Level Measurement Period. This Performance Specification, where applicable, has a Service Level Measurement Period based on a calendar quarter. The Extended Planned Outage Duration for the Core Services is as follows:

    3.3.1.1.   Extended Planned Outage Duration–SRS = 18 hours (1080 minutes) per calendar quarter;

    3.3.1.2.   Extended Planned Outage Duration–Nameserver = (no planned outages allowed); and

    3.3.1.3.   Extended Planned Outage Duration–Whois = 18 hours (1080 minutes) per calendar quarter.

3.3.2.   <u>Extended Planned Outage Timeframe</u>. The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage can occur. The Extended Planned Outage Timeframe for the Core Services is as follows:

    3.3.2.1.   Extended Planned Outage Timeframe–SRS = 0000 Sunday-2400 UTC Saturday;

    3.3.2.2.   Extended Planned Outage Timeframe–Nameserver = (no planned outages allowed); and

    3.3.2.3.   Extended Planned Outage Timeframe–Whois = 0000 Sunday -0800 UTC Saturday.

3.3.3.   <u>Extended Planned Outage Notification</u>. The usTLD Administrator will notify all of its registrars of any Extended Planned Outage. The Extended Planned Outage Notification Performance Specification defines the number of days prior to an Extended Planned Outage that the usTLD Administrator will notify its registrars. The Extended Planned Outage Notification for the Core Services is as follows:

    3.3.3.1.   Extended Planned Outage Timeframe–SRS = 4 weeks;

    3.3.3.2.   Extended Planned Outage Timeframe–Nameserver = (no planned outages allowed); and

    3.3.3.3.   Extended Planned Outage Timeframe–Whois = 4 weeks.

3.4.   <u>Processing Time</u>. Processing Time is an important measurement of transaction-based services like those provided by the usTLD System. The first three Performance Specifications, Service Availability, Planned Outages and Extended Planned Outages, measure the amount of time that the service is available to its users. Processing Time measures the quality of that service.

Processing Time refers to the time that the usTLD system receives a request and sends a response to that request. Since each of the usTLD Services has a unique function the Performance Specifications for Processing Time are unique to each of the usTLD Services. For example, a Performance

Specification for the Nameserver is not applicable to the SRS and Whois, etc. Processing Time Performance Specifications are a C2 priority level.

Processing Time Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis. The usTLD system will log the processing time for all of the related transactions, measured from the time it receives the request to the time that it returns a response.

3.4.1. Processing Time–Add, Modify, Delete = 3 seconds for 95%

3.4.1.1. Processing Time–Add, Modify, and Delete is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for add, modify, and delete transactions associated with domain names, nameserver, contacts, and registrar profile information.

3.4.1.2. The Performance Specification is 3 seconds for 95% of the transactions processed. That is, 95% of the transactions will take 3 seconds or less from the time the usTLD system receives the request to the time it provides a response.

3.4.2. Processing Time–Query Domain = 1.5 seconds for 95%

3.4.2.1. Processing Time–Query Domain is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for an availability query of a specific domain name.

3.4.2.2. The performance specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the usTLD system receives the query to the time it provides a response as to the domain name's availability.

3.4.3. Processing Time–Whois Query = 1.5 seconds for 95%

3.4.3.1. Processing Time–Whois Query is only applicable to the Whois. It measures the processing time for a Whois Query.

3.4.3.2. The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.

3.4.4. Processing Time–Nameserver Resolution = 1.5 seconds for 95%

3.4.4.1. Processing Time–Nameserver Resolution is only applicable to the Nameserver. It measures the processing time for a DNS query.

3.4.4.2. The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.

3.5. Update Frequency. There are two important elements of the usTLD System that are updated frequently and are used by the general public: Nameserver and Whois. Registrars generate

these updates through the SRS. The SRS then updates the Nameserver and the Whois. These will be done on a batch basis. Update Frequency Performance Specifications are a C3 priority level.

The committed Performance Specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, 95% of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

3.5.1. <u>Update Frequency–Nameserver</u> = 15 minutes for 95%.

3.5.2. <u>Update Frequency–Whois</u> = 15 minutes for 95%.

Performance Specification Descriptions		SRS	Nameserver	Whois
1	Service Availability	99.9% per calendar month	100 % per calendar year	99.95% per calendar month
2	Processing Time–Add, Modify, Delete	3 sec for 95%	N/A	N/A
3	Processing Time–Query Domain	1.5 sec for 95%	N/A	N/A
4	Processing Time–Whois	N/A	N/A	1.5 sec for 95%
5	Processing Time–Nameserver Resolution	N/A	1.5 sec for 95%	N/A
6	Update Frequency	N/A	15 min for 95%	15 min for 95%
7	Planned Outage–Duration	8 hrs per calendar month	not allowed	8 hrs per calendar month
8	Planned Outage–Timeframe	0600 – 1400 UTC Sun	not allowed	0600 – 1400 UTC Sun
9	Planned Outage–Notification	3 days	not allowed	3 days
10	Extended Planned Outage–Duration	18 hrs per calendar quarter	not allowed	18 hrs per calendar quarter
11	Extended Planned Outage–Timeframe	1201 – 0800 UTC Sat or Sun	not allowed	1201 – 0800 UTC Sat or Sun
12	Extended Planned Outage–Notification	28 days	not allowed	28 days

SERVICE LEVEL AGREEMENT

1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Annex C hereof.

2. <u>Credits</u>. If Neustar fails to meet the Performance Specifications defined in Annex C ("Service Level Exception" or "SLE"), Neustar shall pay in the aggregate to the Registrar Community a credit according to the tables provided below ("Applicable Credit"). Each Registrar shall only be entitled to a fraction of the Applicable Credit. Such fractions of the credit specified in the tables to be paid to any individual Registrar will be calculated based upon the number of domain names that such Registrar added to the Registry System during the Service Level Measurement Period compared to the total number of domain names added to the Registry System by all Registrars during the Service Level Measurement Period in which the SLE occurred. The credit due to Registrar may be paid as an offset to registrations and other fees owed to Neustar by Registrar. All credits shall be paid in U.S. Dollars. The following Credit Lookup Matrix indicates the corresponding credit table for which the credits defined in this Appendix will be levied.

3. **CREDIT LOOKUP MATRIX**

Performance Specification Description	SRS		Nameserver	Whois
1	Service Availability	Table C1a	Table C1b	Table C1a
2	Processing Time – Add, Modify, Delete	Table C2	N/A	N/A
3	Processing Time - Query Domain	Table C2	N/A	N/A
4	Processing Time–Whois	N/A	N/A	Table C2
5	Processing Time– Nameserver Resolution	N/A	Table C2	N/A
6	Update Frequency	N/A	Table C3	Table C3
7	Planned Outage– Duration	Table C4b	N/A	Table C4b
8	Planned Outage– Timeframe	Table C4a	N/A	Table C4a
9	Planned Outage– Notification	Table C4a	N/A	Table C4a
10	Extended Planned Outage– Duration	Table C4b	N/A	Table C4b
11	Extended Planned Outage– Timeframe	Table C4a	N/A	Table C4a
12	Extended Planned Outage– Notification	Table C4a	N/A	Table C4a

If one or more SLEs occur as the direct result of a failure to meet a Performance Specification in a single credit class, Neustar shall be responsible only for the credit assessed for the credit class that is the proximate cause for all directly related failures.

The following tables identify total Registrar Community credits due for SLEs in the four credit classes C1 - C4. Notwithstanding the credit levels contained in these tables, the total credits owed by Neustar under this Agreement shall not exceed $30,000 USD monthly and $360,000 USD annually. The credits contained in Tables C1a- C4 represent the total credits that may be assessed in a given SLR category in one Service Level Measurement Period.

2.1. **C1 Credit Class** – If availability of C1 Credit Class components or systems does not meet C1 Performance Specifications in any given Service Level Measurement Period described in the Performance Specification Matrix in Annex C, Neustar will credit the Registrar Community according to the tables (which amount will be credited to the Registrar on a proportional basis as set forth above).

Table C1a

SLE	<30 secs	30-60 secs	1-2 mins	2-10 mins	10-30 mins	Over 30 min
Monthly Credit to Registrar Community	$750	$1,500	$	$3,750	$5,000	$6,000

C1a Availability Example: In a given measurement period, the SRS Availability is 99.87%, which equates to 52 minutes of unplanned downtime. The Neustar's Performance Specification for SRS Availability is 99.9%, or 43 minutes of downtime. The Service Level Exception, therefore, is 9 minutes (52-43 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1a. In Table C1a, the time interval (2-10 minutes) has a corresponding credit of $3,750 USD to be paid to the Registrar Community.

Table C1b

SLE	<10 mins	10-30 mins	30-60 mins	1-2 hours	2-4 hours	Over 4 hours
Annual Credit to Registrar Community	$7,500	$15,000	$25,000	$35.00	$50.00	$75,000

C1b Availability Example: In a given Service Level Measurement Period, the measured Nameserver Availability is 99.990% over a twelve (12) month period, which equates to 52 minutes of downtime. The Neustar's Performance Specification for Nameserver Availability is 100 %, or 0 minutes of downtime per calendar year. The Service Level Exception, therefore, is 52 minutes (52-0 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1b. In Table C1b, the time interval (30-60 minutes) has a corresponding credit of $25,000 USD to be paid to the Registrar Community.

2.2. **C2 Credit Class** – If processing time for C2 Credit Class services does not meet C2 Service Levels in any given Service Level Measurement Period, Neustar will credit the Registrar Community

according to the following table (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C2

SLE	<2 secs	2-5 secs	5-10 secs	10-20 secs	20-30 secs	Over 30 secs
Monthly Credit to Registrar Community	$375	$750	$1,500	$3,500	$4,000	$7,500

C2 Processing Example: The Performance Specification for Processing Time for Add, Modify, and Delete is 3 seconds or less for 95% of the transactions. In a given Service Level Measurement Period 7% of the transactions are greater than 3 seconds. The 5% of those transactions with the longest processing times are not subject to the SLE calculation (3 seconds for 95%). The SLE is calculated using the average processing time for the 2% of the transactions that are subject to the SLE. If there were 1,000 transactions and they took a total of 4,000 seconds the average is 4 seconds. That generates an SLE of 1 second (4 seconds - 3 seconds). From the Credit Lookup Matrix, we see the relevant SLA is found in Table C2. In Table C2, the SLE time interval (< 2 seconds) has a corresponding credit $375 USD to be paid to the Registrar Community.

2.3. **C3 Credit Class** – If update frequency measurements of C3 Credit Class components or systems do not meet C3 Service Levels in any given Service Level Measurement Period as described in the Performance Specification Matrix in Annex C, Neustar will credit the Registrar Community according to the following tables (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C3

SLE	<30 secs	30-60 secs	1-2 mins	2-10 mins	10-30 mins	Over 30 min
Monthly Credit to Registrar Community	$188	$375	$625	$938	$1,250	$1,500

C3 Update Frequency Example: In a given Service Level Measurement Period, 95% of the updates to the Nameserver take 24 minutes or less to complete. The corresponding Neustar's Performance Specification is 15 minutes for 95% of the updates. The SLE, therefore, is 9 minutes. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C3. The SLE time interval (2-10 minutes) has a corresponding credit of $938 USD to be paid to the Registrar Community.

2.4. **C4 Credit Class** – If Neustar fails to comply with C4 Credit Class category Performance Specifications, Neustar will credit the Registrar Community according to the following tables (C4a and C4b) (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C4a

SLE	Any

Monthly Credit to Registrar Community	$500

C4a Planned Outage Notification Example: In each instance the Neustar fails to meet the Performance Specifications for Notification and Timeframe related to Planned Outages and Extended Planned Outages, the Neustar is subject to the credit in Table C4a. For example, the Neustar informs the Registrar Community that it will initiate a Planned Outage of the SRS on the next calendar Sunday (five (5) days advance notice). The corresponding Neustar's Performance Specification is 28 days' notice. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C4a. This results in a credit of $500 USD to be paid to the Registrar Community.

Table C4b

SLE	<1 hour	1-2 hours	2-4 hours	4-6 hours	6-10 hours	Over 10 hours
Annual Credit to Registrar Community	$300	$750	$	$	$3,500	$4,000

C4b Planned Outage Example: In a given Service Level Measurement Period, the actual duration of a planned outage is 11 hours and 20 minutes for the SRS. The corresponding Neustar's Performance Specification is 8 hours per month for the SRS. The SLE, therefore, is 3 hours and 20 minutes. From the Credit Lookup Matrix the relevant SLA is found in Table C4b. The SLE time interval (2-4 hours) has a corresponding credit of $1,200 USD to be paid to the Registrar Community.

3. **Receipt of Credits**. In order for Registrars to claim credits, the following procedure must be followed:

   3.1. Neustar shall perform the required measurements in order to obtain the total credits associated with the applicable Service Level Measurement Period. Such measurements and associated documentation shall be delivered by e-mail to each of the Registrars in the Registrar Community. Such notice shall also include the total credit (if any) to be paid to the Registrar Community as a result of any outages.

   3.2. Receipt of Credit - When the above steps have been completed, the Neustar shall enter in each Registrar's account balance the amount of credit (if applicable) that can be used immediately toward registrations in the Registry.

4. **Obligations**.

   4.1. Except in the case of cross-network nameserver performance (which is not a subject of this Service Level Agreement), Neustar will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

   4.2. Upon written request, and at the sole expense of the requesting Registrar(s), Neustar will retain an independent third party to be selected by Neustar with the consent of the Registrar(s). The Registrar may, under reasonable terms and conditions, audit the

reconciliation records for the purposes of verifying measurements of the Performance Specifications. The frequency of these audits will be no more than once yearly during the term of the agreement between Neustar and the Registrar.

4.3. Neustar's obligations under this SLA are waived during the first 120 days after the date that the expanded space of the usTLD goes "live." ("Commencement of Service Date").

4.4. A Registrar must report each occurrence of alleged occasion of Unavailability of Core Services to the Neustar customer service help desk in the manner required by the Neustar (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as Unavailable for purposes of the SLE.

4.5. In the event that the Core Services are Unavailable to an individual Registrar, Neustar will use commercially reasonable efforts to re-establish the affected Core Services for such Registrar as soon as reasonably practicable. In the event that the Unavailability of Core Services affects all Registrars, the Neustar is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

4.6. Both Registrar and the Neustar agree to use reasonable commercial good faith efforts to establish the cause of any alleged Core Services Unavailability. If it is mutually determined to be a Neustar problem, the issue will become part of the Unplanned Outage minutes.

4.7. The Neustar will use commercially reasonable efforts to restore the critical systems of the Core Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered Service Unavailability.

4.8. Incident trouble tickets must be opened within a commercially reasonable period of time.

5. **Miscellaneous**.

5.1. "Whois" refers to the Neustar's Whois service. The Neustar will provide contact information related to registered domain names and nameserver through a Whois service. Any person with access to the Internet can query the Neustar's Whois service directly (via the Neustar website) or through a registrar.

Exhibit B. usTLD Specifications and Policies

usTLD Specifications and Policies published from time to time by us or any of our subcontractors outlined on the usTLD website at http://www.about.us/policies.

Exhibit C. usTLD Whois Accuracy Program Specification

1. Registrar shall implement and comply with the requirements set forth in this Specification, as well as any commercially practical updates adopted as a usTLD Specification or Policy during the Term of the usTLD Registrar Accreditation and Registry-Registrar Agreement.

2. Whois Data Reminder Policy.

    2.1. Requirement. At least annually, a registrar must present to the registrant the current Whois information, and remind the registrant that provision of false Whois information can be grounds for cancellation of their domain name registration. Registrants must review their Whois data, and make any corrections. Note: WDRP Notices for registrations with creation dates of 29 February may be given no later than 1 March in non-leap years.

    2.2. What the WDRP Notice Must Include: Each WDRP notice must include a copy of the data elements listed in Accreditation Agreement subsection 3.3.1 as contained in the registrar's database for each registration, plus a statement reminding the registrant that under the terms of the registration agreement the provision of false Whois information can be grounds for cancellation of a domain name registration.

    2.3. How, and to Whom, the WDRP Notice May Be Presented: The WDRP Notice can be presented via web, fax, postal mail, e-mail, or other appropriate means. It can be presented in one or more languages, including at least the language of the registration agreement. The Notice may be presented to the registrant either directly or through the administrative contact for each registration.

    2.4. Documentation Requirements: Registrars must maintain either copies of each WDRP Notice or an electronic database documenting the date and time, and the content, of each WDRP notice sent under this policy. Registrars shall make these records available for inspection by Neustar in accordance with the usual terms of the Accreditation Agreement. usTLD Administrator will consider proper notification to have been given for a registration if the registrar can show that a WDRP Notice meeting the requirements stated above was given at any time in the year before each anniversary of the registration's creation date (for anniversary dates on or after the Compliance Date).

    2.5. Model WDRP Notice: In order to assist registrars in preparing the required notice, Neustar has provided the following Model WDRP Notice:

    Dear Valued Customer,

    This message is a reminder to help you keep the contact data associated with your domain registration up-to-date. Our records include the following information:

    Domain: neustar.us
    Registrar Name: Registry Registrar

    Registrant:
    Name: Neustar, Inc.
    Address: Loudoun Tech Center
    45980 Center Oak Plaza
    City: Sterling

State/Province: VA
Country: US
Postal Code: 20166
Nexus Category: C21

Administrative Contact:
Name: Neustar, Inc.
Address: Loudoun Tech Center
45980 Center Oak Plaza
City: Sterling
State/Province: VA
Country: US
Postal Code: 20166
Phone: +1.5714345757
Fax: +1.5714345758
Email: support@neustar.us

Technical Contact:
Name: Neustar, Inc.
Address: Loudoun Tech Center
45980 Center Oak Plaza
City: Sterling
State/Province: VA
Country: US
Postal Code: 20166
Original Creation Date: 4/18/2002 Expiration Date: 4/17/2011

Nameserver Information: Nameserver: GDNS1.ULTRADNS.NET. Nameserver: GDNS2.ULTRADNS.NET.

If any of the information above is inaccurate, you must correct it by visiting our website. (If your review indicates that all of the information above is accurate, you do not need to take any action.) Please remember that under the terms of your registration agreement, the provision of false Whois information can be grounds for cancellation of your domain name registration.

Thank you for your attention.

Best regards, Your usTLD-Accredited Registrar

3. Accuracy Requirements. Except as provided for in Section 3 below, within fifteen (15) days of (1) the registration of a Registered Name sponsored by Registrar, (2) the transfer of the sponsorship of a Registered Name to Registrar, or (3) any change in the Registered Name Holder with respect to any Registered Name sponsored by Registrar, Registrar will, with respect to both Whois information and the corresponding customer account holder contact information related to such Registered Name:

   3.1.   Validate the presence of data for all fields required under Subsection 3.2.3 of the Agreement in a proper format for the applicable country or territory.

   3.2.   Validate that all email addresses are in the proper format according to RFC 5322 (or its successors).

3.3.   Validate that telephone numbers are in the proper format according to the ITU-T E.164 notation for international telephone numbers (or its equivalents or successors).

3.4.   Validate that postal addresses are in a proper format for the applicable country or territory as defined in UPU Postal addressing format templates, the S42 address templates (as they may be updated) or other standard formats.

3.5.   Validate that all postal address fields are consistent across fields (for example: street exists in city, city exists in state/province, city matches postal code) where such information is technically and commercially feasible for the applicable country or territory.

3.6.   Verify:

    3.6.1.   The email address of the Registered Name Holder (by sending an email requiring an affirmative response through a tool-based authentication method such as providing a unique code that must be returned in a manner designated by the Registrar, or

    3.6.2.   The telephone number of the Registered Name Holder by either (A) calling or sending an SMS to the Registered Name Holder's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (B) calling the Registered Name Holder's telephone number and requiring the Registered Name Holder to provide a unique code that was sent to the Registered Name Holder via web, email or postal mail.

    3.6.3.   In either case, if Registrar does not receive an affirmative response from the Registered Name Holder, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder), Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

4.   Except as provided below, within fifteen (15) calendar days after receiving any changes to contact information in Whois or the corresponding customer account contact information related to any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar will validate and, to the extent required by Section 1, verify the changed fields in the manner specified in Section 1 above. If Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

5.   Except as set forth below, Registrar is not required to perform the above validation and verification procedures above, if Registrar has already successfully completed the validation and verification procedures on the identical contact information and is not in possession of facts or knowledge of circumstances that suggest that the information is no longer valid.

6.   If Registrar has any information suggesting that the contact information specified above is incorrect (such as Registrar receiving a bounced email notification or non-delivery notification message in connection

with compliance with the usTLD Whois Data Reminder Policy or otherwise) for any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar must verify or re-verify, as applicable, the email address(es) as described in Section 1. (for example by requiring an affirmative response to a Whois Data Reminder Policy notice). If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. Registrar shall not be required to refund any fees paid by the Registrant if the Registrar terminates a Registrant's registration agreement due to its enforcement of this provision.

7. Upon the occurrence of a Registered Name Holder's willful provision of inaccurate or unreliable WHOIS information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration, Registrar shall either terminate or suspend the Registered Name Holder's Registered Name or place such registration on clientHold and clientTransferProhibited, until such time as Registrar has validated the information provided by the Registered Name Holder.

8. This Specification shall be reviewed by Neustar in consultation with usTLD Registrars annually. Registrar shall implement and comply with the requirements set forth in this Specification, as well as any commercially practical updates to this Specification that are developed by Neustar and the Registrar Stakeholder Group during the Term of the Agreement.

9. usTLD Administrator Oversight. Throughout each calendar year, Neustar shall perform random verifications of Registered Name Holder's data and collect any third-party complaints directly from the usTLD website regarding specific Registered Name Holder's data. If Neustar provides Registrar with notification suggesting that the contact information specified above is incorrect for any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar must verify or re-verify, as applicable, the email address(es) as described in Section 1. (for example by requiring an affirmative response to a Whois Data Reminder Policy notice). If, within thirty (30) calendar days after receiving any such notice, Registrar does not provide an affirmative response or update the required verification, Neustar may take any action it deems necessary up to and/or including deletion or suspension of the specified name by placing on serverHold and serverTransferProhibited.

10. Nothing within this Specification shall be deemed to require Registrar to perform verification or validation of any customer account holder information where the customer account holder does not have any Registered Names under sponsorship of Registrar.

Exhibit D. usTLD Whois Specification

1. Registration Data Directory Services. Until Neustar requires a different protocol, Registrar will operate a web-based Directory Service providing free public query-based access to at least the elements set forth in Section 3.3.1.1 through 3.3.1.8 of the Registrar Accreditation and Registry-Registrar Agreement (the "Agreement") in the format set forth in Section 1.4 of this Specification. Neustar reserves the right to specify alternative formats and protocols, and upon such specification, the Registrar will implement such alternative specification as soon as reasonably practicable.

   Following the publication by the IETF of a Proposed Standard, Draft Standard or Internet Standard and any revisions thereto (as specified in RFC 2026) relating to the web-based directory service as specified in the IETF Web Extensible Internet Registration Data Service working group, Registrar shall implement the directory service specified in any such standard (or any revision thereto) no later than 135 days after such implementation is requested by Neustar. Registrar shall implement internationalized registration data publication guidelines according to the specification published by Neustar following the work of Neustar Internationalized Registration Data Working Group (IRD-WG) and its subsequent efforts, no later than 135 days after it is adopted as a usTLD Specification or Policy.

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

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

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

   1.4. Domain Name Data:

   1.4.1. Query format: whois –h whois.example-registrar.US EXAMPLE.US

   1.4.2. Response format:

   The format of responses shall contain all the elements and follow a semi-free text format outline below. Additional data elements can be added at the end of the text format outlined below. The data element may, at the option of Registrar, be followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database (provided that any such legal disclaimer must be preceded by such blank line).

   Domain Name: EXAMPLE.US Registry
   Domain ID: D1234567-US
   Registrar WHOIS Server: whois.example-registrar.US
   Registrar URL: http://www.example-registrar.US
   Updated Date: 2009-05-29T20:13:00Z

Creation Date: 2000-10-08T00:45:00Z
Registrar Registration Expiration Date: 2010-10-08T00:44:59Z
Registrar: EXAMPLE REGISTRAR LLC
Registrar IANA ID: 5555555
Registrar Abuse Contact Email: email@registrar.US
Registrar Abuse Contact Phone: +1.1235551234
Reseller: EXAMPLE RESELLER[1]
Domain Status: clientDeleteProhibited[2]
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Registry Registrant ID: 5372808-ERL[3]
Registrant Name: EXAMPLE REGISTRANT[4]
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP[5]
Registrant Postal Code: A1A1A1[6]
Registrant Country: AA
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234[7]
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.US
Registry Admin ID: 5372809-ERL[8]
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: AA
Admin Phone: +1.5555551212
 Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext: 1234
Admin Email: EMAIL@EXAMPLE.US
Registry Tech ID: 5372811-ERL[9]
Tech Name: EXAMPLE REGISTRANT TECHNICAL
Tech Organization: EXAMPLE REGISTRANT LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: AA

Tech Phone: +1.1235551234

Tech Phone Ext: 1234

Tech Fax: +1.5555551213

Tech Fax Ext: 93

Tech Email: EMAIL@EXAMPLE.US

Name Server: NS01.EXAMPLE-REGISTRAR.US[10] Name Server: NS02.EXAMPLE-REGISTRAR.US

DNSSEC: signedDelegation

URL of Neustar WHOIS Data Problem Reporting System: http://wdprs.internic.net/

>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

[1] Data element may be deleted, provided that if the data element is used, it must appear at this location.

[2] Note: all applicable statuses must be displayed in the Whois output.

[3] May be left blank if not available from Registry.

[4] For the Registrant, Admin and Tech contact fields requiring a "Name" or "Organization", the output must include either the name or organization (or both, if available).

[5] All "State/Province" fields may be left blank if not available. 6 All "Postal Code" fields may be left blank if not available.

[7] All "Phone Ext", "Fax" and "Fax Ext" fields may be left blank if not available.

[8] May be left blank if not available from Registry.

[9] May be left blank if not available from Registry.

[10] All associated nameservers must be listed.

1.5.   The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers, email addresses, date and times must conform to the mappings specified in EPP RFCs 5730-5734 (or its successors), and IPv6 addresses format should conform to RFC 5952 (or its successor), so that the display of this information (or values returned in WHOIS responses) can be uniformly processed and understood.

2.   Service Level Agreement for Registration Data Directory Services (RDDS)

2.1.   Definitions

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

Probes. Network hosts used to perform tests (see below) that are located at various global locations.

RDDS. Registration Data Directory Services refers to the collective of WHOIS and Web based WHOIS services.

RTT. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client

does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

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

2.2.   Service Level Agreement Matrix

	Parameter	SLR
RDDS	RDDS availability	Less than or equal to 864 mins of downtime
	RDDS query RTT	Less than or equal to 4000ms, for at least 95% of the queries
	RDDS update time	Less than or equal to 60 min, for at least 95% of the probes

Registrar is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. Since substantial downtime is already incorporated in the availability metric, planned outages or similar; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

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

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

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

2.2.4.   RDDS query RTT. Refers to the collective of "WHOIS query RTT" and "Web-basedWHOIS query RTT".

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

2.2.6.   RDDS test. Means one query sent to a particular "IP address" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the registrar system and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an RTT 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an

RDDS test are: a number in milliseconds corresponding to the RTT or undefined/unanswered.

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

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

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

2.3. Covenants of Performance Measurement

Registrar shall not interfere with measurement Probes, including any form of preferential treatment of the requests for the monitored services. Registrar shall respond to the measurement tests described in this Specification as it would do with any other request from Internet users (for RDDS).

Exhibit E. usTLD Registrar Use of Resellers Specification

1. Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide Registrar Services consistent with those permitted of Registrar under this Agreement. Registrar shall enter into a written agreement with each of its resellers (a "Reseller Agreement""), which will ensure compliance with this Agreement and the Accreditation Agreement and include sufficient terms and conditions to obligate each reseller to abide by all terms and conditions and all Registrar obligations set forth in this Agreement and the Accreditation.

2. Registrar shall be primarily liable for all acts or omissions of its resellers, and Neustar's obligations under this Agreement and the Accreditation Agreement shall not be increased due to Registrar's appointment of resellers.

3. Promptly following the end of each calendar year during the Term of this Agreement (but in no event later than January 30), Registrar shall provide to Neustar a complete written list of all of its current resellers.

4. Further, in its Reseller Agreement with each reseller ("Reseller"), Registrar shall require such reseller to indemnify, defend and hold harmless Neustar, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to any activities of such reseller. Each such Reseller Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

5. Resellers shall be prohibited from displaying the usTLD or the usTLD-Accredited Registrar logo, or from otherwise representing itself as accredited by Neustar unless it has written permission from the Neustar to do so.

6. Any registration agreement used by Reseller shall include all registration agreement provisions and notices required by the Accreditation Agreement and any usTLD Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar.

7. Reseller shall identify the sponsoring registrar upon inquiry from the customer.

8. If Registrar becomes aware that such a Reseller is in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement.

9. Any registration agreement used by reseller shall include all registration agreement provisions and notices required by Neustar Registrar Accreditation and Registry-Registrar Agreement and any usTLD Specifications and Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

10. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services including, without limitation, ensuring that that:

a. Its Resellers do not display Neustar or Neustar-Accredited Registrar logo, or otherwise represent themselves as Accredited by Neustar, unless they have written permission from Neustar to do so.

b. Its Resellers identify the sponsoring registrar upon inquiry from the customer.

c. Its Resellers' customers are provided with a link to a Neustar webpage detailing registrant educational information, as identified by Neustar from time to time.

d. Its Resellers publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

11. In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.

Exhibit F. usTLD Data Retention Specification

1. During the Term of this Agreement and for two (2) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with Neustar and Registered Name Holders:

    1.1.   In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to Neustar;

    1.2.   In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

    1.3.   In electronic form, records of the accounts of all Registered Name Holders with Registrar.

2. During the Term of this Agreement, for each Registered Name sponsored by Registrar within the usTLD, Registrar shall collect and securely maintain in its own electronic database (as updated from time to time) the data specified below:

    2.1.   Registrar shall collect the following information from registrants at the time of registration of a domain name (a "Registration") and shall maintain that information for the duration of Registrar's sponsorship of the Registration and for a period of two additional years thereafter:

        2.1.1.   First and last name or full legal name of registrant;

        2.1.2.   First and last name or, in the event registrant is a legal person, the title of the registrant's administrative contact, technical contact, and billing contact;

        2.1.3.   Postal address of registrant, administrative contact, technical contact, and billing contact;

        2.1.4.   Email address of registrant, administrative contact, technical contact, and billing contact;

        2.1.5.   Telephone contact for registrant, administrative contact, technical contact, and billing contact;

        2.1.6.   WHOIS information, as set forth in the WHOIS Specification;

        2.1.7.   Types of domain name services purchased for use in connection with the Registration; and

        2.1.8.   To the extent collected by Registrar, "card on file," current period third party transaction number, or other recurring payment data.

3. Registrar shall collect the following information and maintain that information for no less than one hundred and eighty (180) days following the relevant interaction:

3.1.   Information regarding the means and source of payment reasonably necessary for the Registrar to process the Registration transaction, or a transaction number provided by a third party payment processor;

3.2.   Log files, billing records and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other records containing communications source and destination information, including, depending on the method of transmission and without limitation: (1) Source IP address, HTTP headers, (2) the telephone, text, or fax number; and (3) email address, Skype handle, or instant messaging identifier, associated with communications between Registrar and the registrant about the Registration; and

3.3.   Log files and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry- wide generally accepted standard practices within the industries in which Registrar operates, other records associated with the Registration containing dates, times, and time zones of communications and sessions, including initial registration.

Exhibit G. Fee Schedule

1. Payment of usTLD Administrator Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by usTLD Administrator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by usTLD Administrator to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. usTLD Administrator shall provide monthly invoices to the Registrar.

2. Non-Payment of Fees. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with usTLD Administrator or otherwise fails to pay Fees when due, usTLD Administrator may do any or all of the following: (a) stop accepting new initial or renewal registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the usTLD Database; and (c) pursue any other remedy permitted under this Agreement or at law or in equity.

3. Amount of usTLD Administrator Fees. Registrar agrees to pay usTLD Administrator the fees set forth below for accreditation, initial and renewal registrations and other services provided by usTLD Administrator to Registrar (collectively, "Fees"). usTLD Administrator reserves the right to revise the Fees prospectively upon thirty (30) days' notice to Registrar, provided that such adjustments are consistent with the usTLD Agreement.

   ACCREDITATION AND REGISTRATION FEES

   - Initial Accreditation Fee. Registrar shall pay Neustar an Initial Accreditation fee in the amount specified by the Registry Price List.

   - Initial Registration. Registrar agrees to pay a non-refundable fee per Registered Name per year of registration plus a Multistakeholder Support Fee in the amount specified by the Registry Price List.

   - Renewal Fees. Registrar agrees to pay the non-refundable renewal fee plus a Multistakeholder Support Fee per Registered Name per year for renewals in the amount specified by the Registry Price List.

   - Fees for Transfers of Sponsorship of Domain-Name Registrations. Where the sponsorship of a domain name is transferred from one registrar to another, usTLD Administrator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, usTLD Administrator may charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request, subject to a ten year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the registrar receiving sponsorship of the domain name.

   - Enhanced Whois Service. Registrar agrees to pay the non-refundable amounts as set forth below:

To be provided with at least 30 days advance notice: Yearly Subscription Fee Rate, One time Usage Fee

- ▪ <u>Fee for Restoring Deleted Domain Name Registrations</u>. usTLD Administrator may charge registrars the following maximum price for each Registered Name that is restored pursuant to the Redemption Grace Period Policy.

  The cost of restoring an unintentionally deleted domain name in the Redemption Grace Period during the first five (5) days of the RFP shall be a one-time fee per domain name in the amount specified by the Registry Price List. The cost of restoring an unintentionally deleted domain name in the RGP during the remaining twenty-five (25) days of the RFP shall be a one-time fee per domain name in the amount specified by the Registry Price List. Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the result of a mistake of the Registry Operator. **Note**: the fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.

- ▪ <u>Fee for disproportionate deletes during Add Grace Period</u>. See the Terms of Registrar Use of the usTLD System.

4. <u>Adjustment of Fees</u>. The Registry Price List contains the current list of Fees. Neustar reserves the right to amend the Registry Price List and revise the Fees contained therein prospectively upon thirty (30) days' notice to Registrar, provided that such adjustments are consistent with the usTLD Agreement.

5. <u>Fees Exclusive of Taxes</u>. The fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the Accreditation fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Accreditation fees. All payments due to Neustar shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by applicable law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Neustar receives (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

Exhibit H Registrar-Registrant Agreement Specification

1. In accordance with Section 3.6.12 of the usTLD Registrar Accreditation and Registry-Registrar Agreement (the "Agreement"), Registrar must require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar (the "Registrar-Registrant Agreement"). At a minimum, the Registrar-Registrant Agreement must:

    1.1.   Legally obligate the Registered Name Holder of a usTLD domain to provide to Registrar accurate and reliable contact details at the time of registration, and must correct and update them within seven (7) days of any change during the term of the Registered Name registration, including:

        i.   The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registered Name Holder;

        ii.   The name of authorized person for contact purposes in the case of a Registered Name Holder that is an organization, association, or corporation

        iii. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

        iv.   The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

    1.2.   Notify the Registered Name Holder that its registration and use of a usTLD name is subject to the usTLD Administrator's Reservation of Rights Policy.

    1.3.   Notify the Registered Name Holder that the willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

    1.4.   Legally obligate the Registered Name Holder to comply with the usTLD Acceptable Use Policy.

    1.5.   Legally obligate the Registered Name Holder to comply with the usTLD Privacy Services Policy. In addition, Registrar must inform the Registered Name Holder that any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name.

    1.6.   Inform the Registered Name Holder that registrants in the usTLD must meet the criteria set out in the usTLD Nexus Policy and be either:

i. A citizen or permanent resident of the United States of America or any of its possessions or territories, or

ii. Whose primary place of domicile is in the United States of America or any of its possessions, or an organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof), or

iii. An organization that has a bona fide presence in the United States.

1.7. Inform the Registered Name Holder that failure to abide by the Nexus Requirements contained in the usTLD Specifications and Policies ("Nexus Requirements") shall be a basis for cancellation of the registered name.

1.8. Require the Registered Name Holder to certify that it meets the Nexus Requirements to qualify to register to use a Registered Name.

1.9. Legally obligate the Registered Name Holder to agree, for the adjudication of disputes concerning or arising from use of the Registered Name, to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile (2) where Registrar is located, and (3) the United States.

1.10. Prohibit the Registered Name Holder's use of the Registered Name to (i) distribute malware, (ii) abusively operate botnets, (iii) engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or (iv) otherwise engage in activity that is contrary to U.S. law;

1.11. Clearly describe the consequences of engaging in conduct prohibited by the Registry-Registrant Agreement and usTLD Specifications and Policies, including the possibility of suspension or termination of the Registered Name either by the Registrar or, in accordance with the Registry-Registrant Agreement, the Registry Operator;

1.12. Require the Registered Name Holder to indemnify, defend and hold harmless Registry Operator and its registry operations service providers, including the directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

1.13. Secure the Registered Name Holder's representation that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

1.14.   Secure the enforceable agreement of the Registered Name Holder that its registration of the Registered Name shall be subject to suspension, deletion, cancellation, or transfer pursuant to any usTLD Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with such Specifications or Policies to

- enforce usTLD Policies, as amended from time to time;

- protect the integrity and stability of the usTLD Registry Operator, its operations, and the usTLD;

- comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the usTLD Registry Operator or you;

- establish, assert, or defend the legal rights of the usTLD Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the usTLD Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;

- respond to violations of this policy;

- correct mistakes made by the usTLD Registry Operator or any Registrar in connection with a Registration or Reservation.

1.15.   Secure the enforceable agreement of the Registered Name Holder that Neustar retains the right to freeze a domain name during resolution of a dispute either by: (i) rendering the domain name unresolvable; (ii) preventing the transfer of the domain name to another person, entity or registrar; or (iii) preventing any changes to the contact information associated with the domain name.

1.16.   Secure the Registered Name Holder's consent to the data processing as required by the Whois Accuracy Program Specification and the usTLD Privacy Policy.

1.17.   Notify each new or renewed Registered Name Holder of the Registrar's policies and practices with respect to processing of Personal Data including:

- The purposes for which any Personal Data collected from the applicant are intended;

- The intended recipients or categories of recipients of the data (including Neustar and others who will receive the data from Neustar);

- Which data are obligatory and which data, if any, are voluntary; and

- How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

1.18.   Contain a commitment from the Registrar that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction and will not process the Personal Data collected from the Registered Name

Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Section 1.17 above.

1.19.   In addition, the Registrar-Registrant Agreement shall otherwise set forth the terms and conditions applicable to the registration of a domain name sponsored by Registrar. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, provided that Registrar may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case the Registrar shall submit to the provisions set forth in the Registrar-Registrant Agreement and shall be responsible to Neustar for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and Specifications and Policies.

Exhibit I Registrant Rights and Responsibilities Specification

Domain Name Registrants' Rights:

Your domain name registration must be subject to a Registration Agreement with a usTLD Accredited Registrar. You are entitled to review this Registration Agreement at any time, and download a copy for your records. You are entitled to accurate and accessible information about:

- The identity of your usTLD Accredited Registrar;
- The identity of any proxy or privacy service provider affiliated with your Registrar;
- Your Registrar's terms and conditions, including pricing information, applicable to domain name registrations;
- The terms and conditions, including pricing information, applicable to any privacy services offered by your Registrar;
- The customer support services offered by your Registrar and the privacy services provider, and how to access them;
- How to raise concerns and resolve disputes with your Registrar and any privacy services offered by them; and
- Instructions that explain your Registrar's processes for registering, managing, transferring, renewing, and restoring your domain name registrations, including through any proxy or privacy services made available by your Registrar.

You shall not be subject to false advertising or deceptive practices by your Registrar or through any proxy or privacy services made available by your Registrar. This includes deceptive notices, hidden fees, and any practices that are illegal under the consumer protection law of your residence.

Domain Name Registrants' Responsibilities:

- You must comply with the terms and conditions posted by your Registrar, including applicable policies from your Registrar, the Registry and Neustar.
- You must review your Registrar's current Registration Agreement, along with any updates.
- You will assume sole responsibility for the registration and use of your domain name.
- You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes.
- You must respond to inquiries from your Registrar within fifteen (15) days, and keep your Registrar account data current. If you choose to have your domain name registration renew automatically, you must also keep your payment information current.

Exhibit J Registrar Information Specification

Registrar shall provide to Neustar the information specified below, which shall be maintained in accordance with Section 3.11 of the Agreement. With regard to information identified below, Neustar will hold such information pursuant to the disclosure requirements set forth in Section 3.10 of the Agreement.

General Information

1. Full legal name of Registrar.

2. Legal form of the Registrar (e.g., LLC, Corporation, Government Body, Intergovernmental Organization, etc.).

3. The jurisdiction in which the Registrar's business is registered for legal and financial purposes.

4. The Registrar's business registration number and the name of the authority that issued this number.

5. Every business name and/or trade name used by the Registrar.

6. Provide current documentation demonstrating that the Registrar entity is legally established and in good standing. For proof of establishment, provide charter documents or other equivalent document (e.g., membership agreement) of the entity. If the Registrar is a government body or organization, provide a certified copy of the relevant statute, governmental decision or other instrument under which the government body or organization has been established. With respect to an entity other than a government body or organization, where no such certificates or documents are available in the Registrar's jurisdiction, an affidavit drafted and signed by a notary public or a legal practitioner duly qualified in the courts of the Registrar's jurisdiction, declaring that the organization is established and in good standing, must be provided.

7. Correspondence address for the Registrar. This address will be used for contractual purposes, and the Registrar must be able to accept notices and service of legal process at this address. No Post Office boxes are allowed.

8. Primary phone number where the Registrar can be reached for contractual purposes.

9. Primary Email address where the Registrar can be reached for contractual purposes.

10. If the location or address of Registrar's principal place of business is different from the address provided in 7, provide details including address, phone number, fax number and email address. Provide Neustar with current documentation demonstrating that the Registrar is legally entitled to do business in the principal place of business.

11. Any other addresses where the Registrar will be operated or managed, if different from either its principal place of business or correspondence address provided above. (If so, please explain.) Provide Neustar with current documentation demonstrating that the Registrar is legally entitled to do business in each location identified.

12. Primary contact name:

Title
Address
Phone number
Fax number
Email address

13. URL and Location of Port 43 WHOIS server.

Ownership, Directors and Officers Information

14. Full name, contact information, and position of any persons or entities owning at least 5% of the ownership interest in Registrar's current business entity. For each person listed, please specify such person's percentage ownership.

15. Full name, contact information, and position of all directors of the Registrar.

16. Full name, contact information, and position of all officers of the Registrar. (Officer names and positions must be publicly displayed.)

17. Full name, contact information, and position of all senior management and other key personnel overseeing the provision of Registrar Services.

18. For every person or entity mentioned in the answers to questions 15 to 18, indicate if that person or entity:

    18.1. within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;

    18.2. within the past ten years, has been disciplined by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others;

    18.3. is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in items 19.1 or 19.2; or

    18.4. is the subject of a disqualification imposed by Neustar. Provide details if any of the above events in 19.1-19.3 have occurred.

19. List all Affiliated Registrars, if any, and briefly describe the Affiliation.

20. For any entities listed in item 20, must provide information required in items 1-14 above.

21. List the ultimate parent entity of the Registrar, if applicable.

Other

22. Does the Registrar or any of its Affiliates offer any Privacy Service or Proxy Service (as such terms on defined in the Specification on Privacy and Proxy Registrations)? If yes, list the entities or individuals providing the Privacy Service or Proxy Service.

23. For any entities listed in item 20, provide information required in 1-14 above.

24. Does the Registrar utilize or benefit from the services of Resellers?

If yes, provide a list of all such Resellers known to Registrar. The information specified in this item 25 shall be made available to Neustar upon request. At such time as Neustar develops a secure method for the receipt and retention of such information, such information shall thereafter be provided to Neustar in accordance with Section 3.11 of the Agreement.

Exhibit K Additional Technical Specifications Schedule

This Specification may be modified by Neustar from time to time after consultation with the Registrar Stakeholder Group (or its successor), provided that such updates are commercially practical with respect to the registrar industry, taken as a whole.

1. **DNSSEC**

   Registrar must allow its customers to use DNSSEC upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on behalf of customers to the Registries that support DNSSEC. Such requests shall be accepted and processed in a secure manner and according to industry best practices. Registrars shall accept any public key algorithm and digest type that is supported by the TLD of interest and appears in the registries posted at: <http://www.iana.org/assignments/dns-sec-alg-numbers/dns-sec-alg-numbers.xml> and <https://www.iana.org/assignments/ds-rr-types/ds-rr-types.xhtml#ds-rr-types-1>. All such requests shall be transmitted to registries using the EPP extensions specified in RFC 5910 or its successors.

2. **IPv6**

   To the extent that Registrar offers registrants the ability to register nameserver addresses, Registrar must allow both IPv4 addresses and IPv6 addresses to be specified.

3. **IDN**

   If the Registrar offers Internationalized Domain Name ("IDN") registrations, all new registrations must comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registrar shall also comply with the IDN Guidelines at <http://www.icann.org/en/resources/idn/implementation-guidelines>, which may be amended, modified, or superseded from time to time. Registrar must use the IDN tables published by the relevant registry.

Data Protection Addendum

WHEREAS, .US (usTLD) is the country-code top level domain (ccTLD) for the United States of America;

WHEREAS, the United States Department of Commerce has administered the .US ccTLD via a formal government procurement vehicle since 2001;

WHEREAS, Registry Services, LLC, a Neustar company, ("Neustar" or "Registry Operator") operates the usTLD subject to a contract with the United States Department of Commerce (DOC), No SB1335-14-CN-0016 (the Registry Contract);

WHEREAS, the Registry Contract obligates Neustar to operate the usTLD in the public interest (Registry Contract C.5(vii)), on behalf and at the direction of the DOC consistent with US law , regulation, and policy (Department of Commerce Acquisition Regulation 1352.2009-72), including The Freedom of Information Act, 5 United States Code Section 552a, US Federal Acquisition Regulation (FAR) Part 12 and US Federal Acquisition Regulation 52.227-17 Rights in Data – Special Works (Dec 2007), in each case as further specified in the Registry Contract;

WHEREAS, the Registry Contract obligates Neustar to implement and enforce United States policies for the usTLD including, inter alia, the United States Nexus Policy (C.5.1.(i)), the Data Rights and Use Policy (C.5.1.(vi)(a), the Publicly Accessible, Accurate, and Up-to-Data WHOIS Database Policy (C.5.1.(vi)(b)), the Registration Abuse Policy (C.5.1.(vi)(g)), and to conduct periodic reviews, enforcement procedures, and an annual WHOIS report to the Contracting Officer;

WHEREAS, the Registry Contract obligates Neustar, inter alia, to create a "centrally administered and efficiently managed structure that ensures registrant and consumer confidence, and infrastructure stability by coordinating delegations and implementing other appropriate functions" (Registry Contract C.2.1.4.);

WHEREAS, the Registry Contract obligates Neustar, in carrying out its tasks in the public interest, to (1) maintain a publicly-accessible, accurate, and up to date registration (WHOIS) database for all usTLD registrations (Registry Contract C.5.1 (vi) and C.7.1(v)) ; and (2) establish a data escrow for usTLD zone file and domain name registration information, including all registration and delegated manager data (Registry Contract C.4.2.(vi), in each case for the purposes specified and codified in the Registry Contract (the Purposes);

WHEREAS, _____ ("Registrar") has entered into Registrar Accreditation and Registry-Registrar Agreement for the .US Country Code Top Level Domain (RA/RRA);

WHEREAS, in order to fulfil its obligations under the Registry Contract, comply with US Government law, regulation, and policy, and serve the public interest as required therein, Neustar, as Data Controller, causes Registrar, as Data Processor, to collect and transfer certain Registered Name and Registrant Data to the Registry Database for use by Neustar in operating the usTLD as set forth in the RA/RRA;

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WHEREAS, Neustar and Registrar (collectively, the Parties) wish to enter into this Data Protection Agreement to document their respective obligations with respect to Personal Data contained in Registration Data for the usTLD;

NOW THEREFORE, in consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the RA/RRA.

1. Except where the context requires otherwise, references in this Addendum to the RA/RAA are to the RA/RRA as amended by, and including, this Addendum.

2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the RA/RRA. Except as modified below, the terms of the RA/RRA shall remain in full force and effect.

3. **Definitions.** In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

   a. "**Applicable Laws**" means (a) the European Union or Member State laws with respect to any Registrar Personal Data;

   b. "**Registry Data**" and "**Registered Name Holder and Registration Data**," have the meanings set forth in the RA/RRA;

   c. "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

   d. "**EEA**" means the European Economic Area;

   e. "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

   f. "**GDPR**" means EU General Data Protection Regulation 2016/679;

   g. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

   h. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

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4. This Addendum sets out the framework for the Processing and sharing of Registered Name Holder Data, Registrant Data, and Registry Data containing Personal Data between the Parties as Data Controllers or Data Processors, as identified in the matrix below, and defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other. The parties collectively acknowledge and agree that Processing of Personal Data is to be performed at different stages, or at times even simultaneously, within the Internet's complex environment, by the parties. Thus, this Appendix is required to ensure that where Personal Data may be accessed, such access will at all times comply with the requirements of the GDPR. As between Registry Operator and Registrar, the following roles are agreed upon:

gTLD Processing Activity	Registrar Role	Registry Operator Role
Collection and use of Registered Name Holder and Registrant Data from Registered Name Holder to Provide Registrar Services. RA/RRA Section 3.1.	Controller	Controller
Submission of Registered Name Holder and Registrant Data and Registry Data to Registry Database. RA/RRA Section 3.2. and 1.25.	Processor	Controller
Use of Registered Name Holder and Registrant Data, and Registry Data to operate the usTLD and enforce usTLD Specifications and Policies. RA/RRA 1.25.	Processor	Controller
Transfer of Registered Name Holder and Registrant Data, and Registry Data from Registrar to Registry Operator	Processor	Controller
Transfer of Registered Name Holder and Registrant Data, and Registry Data from Registry Operator to Data Escrow Agent; release of data	No role	Controller
Transfer of Registered Name Holder and Registrant Data, and Registry Data for provision of public RDDS/WHOIS for the specified Purposes	Processor	Controller

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gTLD Processing Activity	Registrar Role	Registry Operator Role
Disclosure of non-public RDDS/WHOIS Data to third parties via usTLD maintained database for the specified Purposes	Processor (provision of link as required in RA/RRA Section 3.2.3)	Controller
Retention of Registered Name Holder and Registration Data	Controller except Processor for purposes of RA/RRA Section 3.3.	Controller

5. **Principles for Processing as Controller.** Each Controller will observe the following principles to govern its Processing of Personal Data contained in Registration Data, except as required by applicable laws or regulations. Personal Data shall:

   a. Only be Processed lawfully, fairly, and in a transparent manner in relation to the Registered Name Holders and other data subjects ("lawfulness, fairness, and transparency");

   b. Be obtained only for specified, explicit, and legitimate purposes (as outlined in Section 4 of this Temporary Specification), and shall NOT be further Processed in any manner incompatible with those purposes ("purpose limitation");

   c. Be adequate, relevant, and not excessive in relation to the purposes for which they are Processed ("data minimization");

   d. Be accurate and, if necessary, kept current, as appropriate to the purposes for which they are Processed ("accuracy");

   e. Not be kept in a form that permits identification of the Registered Name Holder and other data subjects for longer than necessary for the permitted purposes ("storage limitation"); and

   f. Be Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorized or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ("integrity and confidentiality").

   g. Registry Operator and Registrar shall each be responsible for and be able to demonstrate compliance with principles (a.) to (f.) ("accountability") and each Party shall immediately notify the other if it (i) cannot abide by the Processing principles outlined in Section 1 of this Appendix, or (ii) receives a complaint by a Registered Name Holder or other data subject that the Registrar or Registry Operator has failed to abide by such principles.

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6. **Lawfulness of Processing.** For Personal Data Processed in connection with the usTLD Whois Service, such Processing will take place on the basis of a legitimate interests of the Controller or of the third party or parties to whom the Personal Data are disclosed, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of Personal Data, in particular where the data subject is a child. For other Personal Data collected for other purposes, such Personal Data shall NOT be Processed unless a legal basis specified under Article 6(1) GDPR applies.

7. **Specific Processor Processing Requirements.** With respect to Processing of Personal Data for which Registrar serves as a Processor, Registrar will comply with the requirements of Article 28 of the GDPR.

8. **Specific Controller Processing Requirements.** In addition to the general principles and requirements for lawful Processing, each Controller shall comply with the following specific requirements:

    a. **Implementing appropriate measures.** Implementing appropriate technical and organizational measures to ensure and to be able to demonstrate the Processing is performed in compliance with the GDPR, such as appropriate data protection policies, approved code of conducts or approved certification mechanisms. Such measures shall be reviewed regularly and updated when necessary by the Controller. The parties acknowledge and agree that they are responsible for maintaining appropriate organizational and security measures to protect such Personal Data shared between the parties in accordance with applicable laws. Appropriate organizational and security measures are further enumerated in Section 3.8 of this Appendix, and generally MUST include:

        i. Measures to ensure that only authorized individuals for the purposes of this Appendix can access the Personal Data;

        ii. The pseudonymisation and encryption of the Personal Data, where necessary or appropriate;

        iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;

        iv. The ability to restore the availability and access to Personal Data in a timely manner;

        v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data; and

        vi. Measures to identify vulnerabilities with regard to the processing of Personal Data in its systems;

    b. **Engaging only selected Processors.** Engaging only selected Processors and implementing a contract with each Processor that sets out the subject-matter and

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duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of data subjects and the obligations and rights of the Controller. The engagement of Processor must comply with Article 28 of the GDPR;

c. **Designating a Data Protection Officer.** Designating a "Data Protection Officer" where required by Article 37 of the GDPR or Member State national data protection law;

d. **Maintaining a record of Processing.** Maintaining a record of the Processing activities under the Controller's responsibility in accordance with Article 30 of the GDPR;

e. **Providing transparent information.** Taking appropriate measures to provide any information referred to in Articles 13 and 14 of the GDPR and any communication under Articles 15 to 22 and 34 of the GDPR relating to Processing to the data subject in a concise, transparent, intelligible and easily accessible form, using clear and plain language, which shall specifically include the following obligations:

   i. The parties shall ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data the Parties are sharing, the circumstances in which it will be shared, the purposes for the data sharing and either the identity with whom the data is shared or a description of the type of organization that will receive the Personal Data;

   ii. The parties undertake to inform Data Subjects of the purposes for which it will process their Personal Data and provide all of the information that it must provide in accordance with applicable laws, to ensure that the Data Subjects understand how their Personal Data will be processed by the Controller.

f. **Facilitating of the exercise of data subject rights.** Facilitating the exercise of data subject rights under Articles 15 to 22 of the GDPR. In the cases referred to in Article 11(2) of the GDPR, the Controller shall NOT refuse to act on the request of the data subject for exercising his or her rights under Articles 15 to 22 of the GDPR, unless the Controller demonstrates that it is not in a position to identify the data subject;

g. **Implementing measures for data protection by design and by default.** Implementing appropriate technical and organizational measures, both at the time of the determination of the means for Processing and at the time of the Processing itself, which are designed to implement data protection principles, in

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an effective manner and to integrate the necessary safeguards into the Processing in order to meet the requirements of the GDPR and to protect the rights of data subjects. Implementing appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are Processed.

h. **Implementing appropriate security measures.** Implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk of data Processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. Appropriate technical and organizational measures to protect the Personal Data shared against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, MAY include, but not limited to:

   i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;

   ii. Not leaving portable equipment containing the Personal Data unattended;

   iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Personal Data shared between the parties;

   iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;

   v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;

   vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Personal Data, and ensuring that passwords are changed and updated regularly to prevent inappropriate access when individuals are no longer engaged by the party;

   vii. Conducting regular threat assessment or penetration testing on systems.

   viii. Ensuring all authorized individuals handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data.

i. **Developing procedures for breach notification.** Developing procedures for breach notification to ensure compliance with the obligations pursuant to Articles

33-34 of the GDPR. Where a party is not the Data Controller, it must communicate any data security breach immediately after discovery thereof and will provide immediate feedback about any impact this incident may/will have on the Controller and any Personal Data shared with the Controller. Such notification will be provided as promptly as possible.

j. **Observing conditions for international data transfers.** Neustar has, as of the execution of this Addendum, certified its compliance with the US/EU Privacy Shield Framework and shall remain so certified at all times prior to termination of the RA/RRA and this Addendum. With respect to any other transfer of Registration Data, the Parties shall observe conditions for international data transfers so that any transfer of Personal Data which are undergoing Processing or are intended for Processing after transfer to a third country or to an international organization shall take place only if the conditions laid down in Chapter V of the GDPR are complied with, including for onward transfers of Personal Data from the third country or an international organization to another third country or to another international organization. A party may only transfer Registration Data including Personal Data relating to EU individuals to outside of the EU (or if such Personal Data is already outside of the EU, to any third party also outside the EU), in compliance with the terms this Section, and the requirements of applicable laws.

k. **Cooperating with Supervisory Authorities.** Cooperating with Supervisory Authorities, on request, in the performance of their tasks.

l. **Transfers**. Transfers of Personal Data include any sharing of Personal Data, and shall include, but is not limited to, the following:

    i. Transfers amongst the Parties for the purposes contemplated in this Addendum or the RA/RRA;

    ii. Sharing of the Personal Data with any other third party for the provisioning of the purposes;

    iii. Publication of the Personal Data via any medium, including, but not limited to in the public WHOIS output;

    iv. The transfer and storage by the receiving party of any Personal Data from within the EEA to servers outside the EEA; and

    v. Otherwise granting any third party located outside the EEA access rights to the Personal Data.

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IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly appointed representatives.

REGISTRY SERVICES, LLC	REGISTRAR:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Billing Policy for Registrars v. 1.1

1.1 Payment Methods

- All payments will be made in USD or EUR
- Payment can be made in two ways: 1) The Pre-Payment Debit Account Program, or (2) the Payment In Arrears Program (for qualifying Registrars only).
- Only one payment method may be selected by Registrar, and such payment method shall apply to all TLDs for which Neustar provides registry services and the associated billing and collections services.

1.2 Pre-Payment Debit Account Program

1.2.1 Registrars using debit accounts must transfer sufficient funds into their account to ensure that funds are available for all their domain name applications. Registrars who wish to use a credit/debit card must be sure to have an adequate credit limit which will support the number of domain name applications submitted. If you have any questions at any time, please contact Registry Billing Support at (i) +1-877-BILL-277 (+1-877-245-5277) in the United States or Canada, (ii) +1.571.434.5660, or (iii) registry-billing@neustar.biz.

1.2.2 Neustar will provide the Registrar with banking instructions to fund their account. The Registrar is responsible for funding the account to a level that is consistent with its monthly sales volume. For all registries electing to have Neustar perform the billing and collections operations, Neustar shall debit the Registrar's account for each billable transaction on at least a daily basis.

1.2.3 Neustar shall provide Registrar with login credentials to Neustar's eBill system. Through eBill, Registrar may check their account balance, which shall be updated hourly. In addition, Registrar may elect to set a "low water mark" for funds in its Debit Account (LWM). Such LWM may be changed at any time by sending a request to registry-billing@neustar.biz. Changes are made by Neustar by the close of the next business day. In the event that the funds available in Registrar's Debit Account fall below the LWM, notification will be sent to the Registrar. Registrar shall have 48 hours to initiate a deposit to their account to bring their balance to a level that supports the number of domain name registrations submitted.

1.2.4 The Registry Operator will pay bank fees associated with the Registrar's account, but the Registrar is responsible for all wire transfer fees. For example, a wire transfer of US$500.00 would include a US$20.00 transaction fee from the originating bank. This US$20.00 fee is the responsibility of the sending Registrar. The monthly fees associated with the handling of the remaining US$480.00 are paid by the Registry Operator at Bank of America.

1.2.5 If the account falls to a zero balance, the Registry Operator reserves the right to stop accepting orders from the Registrar until the account is fully funded to a level that supports the number of domain name registrations submitted. In the event that Neustar

allows a Registrar to fall below a zero balance, Registrar must replenish the Debit Account by no later than seven (7) days after such account falls below zero. Failure to replenish the Debit Account may result in Registrar being converted to "not-in-good standing", meaning that Registrar will be unable to create new domains, renew domains, or transfer in any domain names from another registrar until such time that the account is replenished.

1.3 Payment in Arrears Program

1.3.1   Certain Registrars may qualify to participate in Neustar's Payment in Arrears Program which allows Registrars to make all payments owed for certain top-level domains (TLDs) for which Neustar is providing (i) registry services and (ii) the associated billing and collections associated with the registry services (for example, .BIZ, .US, .TRAVEL and others),within thirty (30) days after the date of an invoice. For a specific list of TLDs participating in this program, please contact your account representative or send an e-mail to registry-billing@neustar.biz.

1.3.2   <u>Registrar Reserve.</u>

1.3.2.1   In order to qualify for this program, Registrars must submit to Neustar a pre-payment in the amount of $US 50,000.00 (in the manner set forth below) which Neustar will hold in reserve in a non-interest bearing account on behalf of the Registrar and its Affiliates ("Registrar Reserve"). Only one Registrar Reserve is required to cover all of the participating TLDs for which Neustar is providing both registry services and the associated billing and collections in connection with such registry services.

1.3.2.2 The Registrar Reserve shall, at the election of the Registrar, cover Registrar and all of Registrars' Affiliates. For the purposes of this Program, (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.3.2.3 Prior to submitting the payment set forth in Section 1.3.2.1 above, Registrar shall send an e-mail to registry-billing@neustar.biz requesting participation in the Payment in Arrears Program and detailing which Affiliates (if any) will be included in the Program under the same Registrar Reserve.

1.3.2.4 Statements shall be posted to each qualifying Registrar's billing extranet account by no later than ten (10) days after the end of each month detailing the total number of billable transactions for the previous month broken out by type and top-level domain.

1.3.2.5 Neustar must receive payment for each statement in full by no later than thirty (30) days after the date of the applicable statement ("Due Date"). In the event that Neustar does not receive payment in full by the Due Date, Neustar has the right to

withdraw all unpaid amounts from the Registrar Reserve. If the unpaid amount is greater than the balance remaining in the Registrar Reserve, Neustar may, at its option, (i) change the Registrar (and its Affiliates') status to "not-in-good standing," prevent the Registrar (and its Affiliates) from creating new domains, renewing domains or transferring in domains for all TLDs; and (ii) assess a late fee on all unpaid amounts equal to one and one-half percent (1.5%) of the maximum rate allowed by law, whichever is less, from the original due date to the date paid in full.

1.3.2.6 Registrars shall be required to refill the Registrar Reserve to the full $50,000.00 balance by no later than seven (7) days from the date in which the Registrar Reserve was used to pay off Registrar's outstanding balance.

1.3.2.7 If a Registrar fails to pay an invoice on time two times in any six (6) month period, or three times in any two (2) year period, Neustar has the right to disqualify the Registrar from participating in the Payment in Arrears Program, and if disqualified, Neustar shall automatically move the Registrar to the Pre-payment Debit Account Program. A Registrar that has been disqualified from the Payment in Arrears Program shall not be eligible to participate in the Payment in Arrears Program for a minimum of twenty-four (24) months following such disqualification.

1.3.2.8 In the event Registrar terminates its relationship with all Neustar-sponsored TLDs or elects to switch to the Pre-Payment Debit Account Program, all unused Registrar Reserve funds shall be returned to Registrar within thirty (30) days of such termination and/or election.

1.4 Instructions for Electing Either Program

Step 1: Complete the *Registrar Profile* form available on the Registrar Extranet or from Neustar's customer support, which is used to provide general background on your profile and for electing either the Pre-Payment Debit Account Program or Payment in Arrears Program.

Step 2: Return the completed form via email (reg-support@neustar.biz) or facsimile to Neustar Customer Support at +1.571.434.5758.

Step 3: In the event that Registrar has elected the Pre-Payment Debit Account Program or Registrar is unable to qualify for the Payment in Arrears Program, Registrar will receive a new Bank of America Debit account number within five (5) to seven (7) business days along with wire transfer instructions from Neustar. Registrars that already have a Bank of America Debit account number from Neustar do not need a new account.

Step 4: Using the wire transfer instructions below, if Registrar has elected to participate in the Pre-payment Debit Account Program, Registrar shall make the initial deposit into the account to comply with the Projected Monthly Sales, which were entered into Registrar Profile form. In the event Registrar has elected to participate in the Payment in Arrears Program, Registrar shall be required to use the wire transfer instructions below to make the required Registrar Reserve payment.

1.5 Wire Transfer Instructions

Neustar has established an account at the Bank of America. Please ensure your payment wires reflect the information below.

{Insert Name} Registrar Account [SAMPLE][1]

- Name: Bank of America, N.A.
- Address: Richmond, VA, USA
- Telephone: (888) 841-8159
- Account Name: <Your Company Name>
- Account Number: <Your Account number>
- ABA Number: 026009593
- SWIFT Code: BOFAUS3N

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[1] This is not the actual Wire Transfer Instructions. Actual Baking instructions will be provided by Neustar directly to the Registrar

Bulk Transfer After Partial Portfolio Acquisition (BTAPPA)
Terms of Service Agreement

This Bulk Transfer After Partial Portfolio Acquisition Terms of Service ("BTAPPA Agreement") is entered into this _____ ("Effective Date") by and between Registry Services, LLC, a Neustar company ("Neustar"), a Delaware corporation, with its principal place of business located at 21575 Ridgetop Circle, Sterling, VA 20166, _____ [Gaining Registrar's Name], a _____ [jurisdiction and type of organization], with its principal place of business located at _____ [Gaining Registrar's location] ("Gaining Registrar") and _____ [Losing Registrar's Name], a _____ [jurisdiction and type of organization], with its principal place of business located at _____ [Losing Registrar's location] ("Losing Registrar") (each individually a "Party" and collectively the "Parties").

WHEREAS, Neustar, the usTLD Administrator operator for the usTLD top-level domain ("usTLD"), and the Gaining and Losing Registrars each have previously entered into certain usTLD Administrator- Registrar Agreements (each a "Registrar Agreement") pursuant to which each Registrar acts as a Registrar for domain names in the usTLD";

WHERAS, the United States Department of Commerce ("DoC") has approved that certain service designated Bulk Transfer After Partial Portfolio Acquisition ("BTAPPA") pursuant to which transfers of domains can be made in the circumstance where a usTLD-accredited Registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion, but not all, of another usTLD-accredited Registrar's domain name portfolio in the usTLD;

WHEREAS, the Parties wish to set forth the term and conditions pursuant to which such transfers of partial portfolios of domains can be made pursuant to the BTAPPA;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, Neustar, the Gaining and Losing Registrars, hereby agree as follows:

1. **DEFINITIONS**. The following definitions shall be used in this BTAPPA Agreement. Where a capitalized word or term is used, but not defined herein, that word or term shall have the meaning as set forth in the Registrar Agreements.
    1.1. "Acquisition" shall mean that transaction whereby Gaining Registrar acquires, by means of a stock purchase, asset purchase, merger or similar transaction, a portion, but less than all, of Losing Registrar's domain name portfolio in the usTLD.

1.2. "Gaining Registrar" shall mean that usTLD-accredited Registrar which will acquire sponsorship of the Subject Domains pursuant to a transfer under the BTAPPA.

1.3. "Losing Registrar" shall mean that usTLD-accredited Registrar from which sponsorship of the Subject Domains will be transferred pursuant to a transfer under the BTAPPA.

1.4. "Subject Domains" shall mean those usTLD domains for which sponsorships will be

transferred to the Gaining Registrar from the Losing Registrar.

1.5. "Transfer Request" shall mean a request by Gaining Registrar to the Neustar to transfer sponsorship of the Subject Domains under the BTAPPA.

2. **TRANSFER UNDER THE BTAPPA**. Subject to the terms and conditions herein, Neustar shall effect the transfer of sponsorship of the Subject Domains from the Losing Registrar to the Gaining Registrar following initiation of a Transfer Request.

3. **ELIGIBILE TRANSFERS**

   3.1. Transfer Requests may be made under 5.1.3. provided evidence of the the BTAPPA only where Gaining Registrar acquires, by means of a stock purchase, asset purchase, merger or similar transaction, a portion, but not all, of Losing Registrar's domain name portfolio in the usTLD.

   3.2. Transfer Requests may not be made under the BTAPPA if Gaining Registrar's request would qualify for bulk transfer under Part B of the Policy on Transfer of Registrations Between Registrars implemented by usTLD per the executed usTLD Registrar Accreditation and Registry-Registrar Agreement which provides for bulk transfer of sponsorship of "all registrations sponsored by one Registrar as a result of (i) acquisition of that Registrar or its assets by another Registrar, or (ii) lack of accreditation of that Registrar or lack of its authorization with the Neustar."

4. **REGISTRAR ELIGIBILITY.** In addition to meeting the transfer eligibility requirements under Section 2, Registrars requesting transfers under the BTAPPA must meet the following requirements:

   4.1. The Gaining and Losing Registrars must have accreditation for the usTLD at the time the Transfer Request is submitted to Neustar.

   4.2. The Gaining and Losing Registrars must each have a Registrar Agreement in effect with Neustar and must be in good standing at the time of Transfer Request.

5. **EFFECTING TRANSFER OF SUBJECT DOMAINS.**

   5.1. A Transfer Request shall be considered initiated when Gaining Registrar submits to Neustar a Transfer Request which shall:

      5.1.1. identify, and request transfer of, the Subject Domains from Losing Registrar to Gaining Registrar;

      5.1.2. identify the closing date of an Acquisition

      5.1.3. provide evidence of the Acquisition which identifies the closing date of the Acquisition and the Registrars involved the Acquisition; and

      5.1.4. be signed by the Losing Registrar and the Gaining Registrar.

   5.2. Following or concurrent with the submission of the Transfer Request by Gaining Registrar, Losing Registrar shall:

      5.2.1. confirm and approve the list of Subject Domains to be transferred from Losing Registrar to Gaining Registrar;

      5.2.2. certify that its existing Registrar-Registrant Agreement allows Losing Registrar to transfer sponsorship of the Subject Domains in the event that Losing Registrar is acquired by another party; and

      5.2.3. provide proof of compliance with Section 6.0 hereof in the form of an affidavit and submission of a copy of the notice provided.

6. **NOTICE TO REGISTRANTS.** Losing Registrar shall provide to all domain name registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship, said notice to be provided fifteen (15) days in advance. Notice must include: (1) an explanation of how the Whois record will change after the bulk transfer occurs, (2) customer support and technical contact information of the Gaining Registrar; (3) a statement that all transfers rules and policies set by the usTLD Administrator shall remain in effect.

7. **FEES**. Neustar shall transfer the Subject Domains from Losing Registrar to Gaining Registrar for a fee of the greater of$ 0.20 (US) per Subject Name or $1000.00, whichever is greater. Upon completion of the transfer,

payment shall be made via debit or draw down of the Gaining Registrar's deposit account or other credit facility approved by Neustar established pursuant to the Gaining Registrar's Registrar Agreement.

8. **TIMING OF TRANSFER.** Neustar shall perform a bulk transfer of the Subject Domains on a date mutually agreed upon between Neustar, Gaining Registrar and Losing Registrar.

9. **LIMITATIONS ON TRANSFER**

   9.1. Domain names in the following statuses at the Neustar at time of the Transfer Request will not be eligible for bulk transfer under the BTAPPA: "pending transfer", "redemption grace period (RGP)", or "pending delete". Domain names which are within the forty-five (45) day auto-renew grace window are subject to bulk transfer, but Neustar may be permitted to deny credit for those names registrant(s) choose to delete after the bulk transfer, but prior to the expiration of the forty-five (45) day auto-renew grace window.

   9.2. Request for BTAPPA service from Neustar is limited to one (1) request per Registrar Group per six-month period. Registrar Group is defined as multiple Registrar businesses that share common ownership and/or management teams. A single Transfer Request under the BTAPPA for names held across multiple Registrar accounts held by a Registrar Group who is a party to the purchase by means of a stock or asset purchase, merger or similar transaction is permitted, however transfer cannot occur solely within and among the Registrar businesses of a Registrar Group and at least 50% of all names in the usTLD for which sponsorship will be changed, must be changed to a Registrar outside the Registrar Group.

   9.3. Neustar has discretion to reject a Transfer Request for if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Neustar.

10. **NOTICE OF DEFICIENCY.** Where Gaining Registrar has made a Transfer Request, but has failed to meet the requirements set forth herein, Neustar shall provide notice to both the Gaining and Losing Registrars of such deficiency which, if curable by Gaining Registrar or Losing Registrar, must be cured before Neustar will effect the transfer of the Subject Domains.

11. **INDEMNITIES AND LIMITATION OF LIABILITY.**

   11.1 Indemnification. In addition to the indemnification obligations contained in the Gaining and Losing Registrars' Registrar Agreements, the Gaining and Losing Registrars ("Indemnifying Parties") shall, jointly and severally, indemnify and hold harmless Neustar and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Neustar or any affiliate of Neustar based on or arising from any claim or alleged claim: (i) relating to the Acquisition, Transfer Request or the Subject Domains; provided, however, that in any such case: (a) Neustar provides the Indemnifying Parties with prompt notice of any such claim, and (b) upon the Indemnifying Party's written request, Neustar will provide to the Indemnifying Parties' all available information and assistance reasonably necessary for Indemnifying Parties' to defend such claim, provided that Indemnifying Parties reimburse Neustar for its actual and reasonable costs incurred in connection with providing such information and assistance. Indemnifying Parties will not enter into any settlement or compromise of any such indemnifiable claim without Neustar's prior written consent, which consent shall not be unreasonably withheld. Indemnifying Parties will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Neustar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

   11.1. Limitation of Liability. IN NO EVENT SHALL NEUSTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES FOR ANY VIOLATIONS OF THIS BTAPPA AGREEMENT. IN ADDITION, IN NO

EVENT SHALL NEUSTAR'S LIABILITY EXCEED THE LESSER OF THE AMOUNT OF FEES PAID UNDER THIS BTAPPA AGREEMENT.

11.2. Disclaimer of Warranties. THE BTAPPA SERVICE IS BEING PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. NEUSTAR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NEUSTAR DOES NOT WARRANT THAT THE BTAPPA SERVICE WILL MEET THE GAINING OR THE LOSING REGISTRAR'S REQUIREMENTS, OR THAT THE BTAPPA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, NEUSTAR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE BTAPPA SERVICE.

12. GENERAL

12.1. Nothing contained herein shall be considered to replace or supplant the Registrar Agreements or to relieve either the Gaining or Losing Registrar of any duties or obligations imposed by their respective Registrar Agreements.

12.2. Incorporation. The following provisions of the Gaining and Losing Registrar's usTLD Administrator-Registrar Agreement in effect between such Registrar and Neustar Parties on the Effective Date are hereby incorporated by reference: Sections 2.7 (usTLD Administrator Requirements), 5.1 (Confidentiality), 5.2 (Intellectual Property), 7 (Dispute Resolution), 8.2 (Termination), 8.3 (Effect of Termination), 9.2 (Notices), 9.4 (Insurance), 9.5 (Third Party Beneficiaries), 9.6 (Relationship of the Parties), 9.7 (Force Majeure), 9.8 (Amendments), 9.9 (Waiver), 9.10 (Attorney Fees), 9.12 (Further Assurances) and 9.14 (Counterparts).

12.3. Entire Agreement. This BTTAPA Agreement, including any Addenda, Exhibits or Schedules hereto, and references to the Gaining and Losing Registrar Agreements in effect as of the Effective Date, completely and exclusively state the agreement of the Parties regarding only to the particular subject matter contained herein, and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of this BTAPPA Agreement. Unless specifically provided herein, no right or obligation of either Party to this BTAPPA Agreement shall supercede, however, any of that Party's rights

IN WITNESS WHEREOF, the parties hereto have executed this BTAPPA Agreement as of the date set forth in the first paragraph hereof.

Company Name:	Registry Services, LLC	[Gaining Registrar]	[Losing Registrar]
Signature:			
Name:			
Title:			
Date:			

Volume

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Appendix E –
Technical Documentation

164 Pages

Withheld in their entirety
pursuant to FOIA Exemption 4
(5 U.S.C. § 552 (b)(4))