Amendment No. 4 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers ("ICANN") and ICM Registry, LLC ("Registry Operator") agree, effective as of _____ (the "Amendment No. 4 Effective Date"), that the modifications set forth below (this "Amendment No. 4") are made to the 30 March 2011 .**xxx** Registry Agreement, as amended ("Agreement"). Capitalized terms used in this Amendment shall have the meanings assigned to them in the Agreement.

1.   **Amendments to Agreement.** Effective as of the Amendment No. 4 Effective Date, the Agreement shall be amended as follows:

   a. Section 3.1(c)(iv) is hereby amended and restated in its entirety as follows:

   "(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4."

   b. Section 3.1(d)(ii) is hereby amended and restated in its entirety as follows:

   "(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation, minimum requirements for: DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year."

   c. A new Section 3.1(i) is hereby added to the Agreement as follows:

   "(i)   Protection of Legal Rights of Third Parties. Registry Operator must specify, and comply with, the processes and procedures for registration-related ongoing protection of the legal rights of third parties as set forth Appendix 8 attached hereto ("Appendix 8"). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Any changes or modifications to the process and procedures required by Appendix 8 following the Amendment Effective Date must be approved in advance by ICANN in writing. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Appendix 8, subject to Registry Operator's right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports,

Registry Operator will not be required to take any action in contravention of applicable law."

d. A new Section 3.1(j) is hereby added to the Agreement as follows:

"(j)   Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Appendix 9 attached hereto ("Appendix 9")."

e. A new Section 3.1(k) is hereby added to the Agreement as follows:

"(k)   Contractual and Operational Compliance Audits.

(i) ICANN may from time to time (not to exceed four audits per calendar year, including any audits conducted pursuant to Section 7.2(b)) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Articles III and VII of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN 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 ICANN, and (b) use commercially reasonable efforts to conduct such audit during regular business hours and in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information reasonably necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Articles III and VII of this Agreement.

(ii) Any audit conducted pursuant to Section 3.1(k)(i) will be at ICANN's expense, unless the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% in a given quarter to ICANN's detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. Such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(iii) Registry Operator will give ICANN immediate notice of Registry Operator's knowledge of the commencement of any of the proceedings referenced in Section 6.2."

f. Section 6.1(a) of the Agreement is hereby amended and restated in its entirety as follows:

"(a) Termination by ICANN.

(i) Subject to ICANN's obligation to provide notice and Registry Operator's failure to cure, in each case, in accordance with Section 6.3, ICANN may terminate this Agreement if Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d), (e), (i) or (j); Section 5.2 or Section 7.2.

(ii) ICANN may, upon thirty (30) days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Appendix 8 or Section 1 of Annex 9, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein."

g. Section 7.2 of the Agreement is hereby amended and restated in its entirety as follows:

"7.2 Fees to be paid to ICANN

(a)   Registry-Level Fees.

(i)   Registry Operator shall pay ICANN a registry-level fee equal to (1) the registry fixed fee of US$6,250 per calendar quarter and (2) the registry-level transaction fee (collectively, the "Registry-Level Fees"); provided, however, that until the effective date of the first adjustment to the amount of the registry-level transaction fees pursuant to Section 7.2(b) or Section 7.2(c), the (x) registry fixed fee under clause (1) shall not be payable by Registry Operator and (y) total Registry-Level Fees owed by Registry Operator under clause (2) shall in no event be less than US$90,000 per rolling twelve month period. The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$2.00 (as it may be adjusted pursuant to Section 7.2(b) or Section 7.2(c)). For purposes of this Section 7.2, a "domain name registration" shall include a domain name within the registry for the TLD, whether consisting of two or more (e.g., john.doe.name) levels, about

which Registry Operator. or an affiliate of Registry Operator on behalf of Registry Operator, maintains Registry Data.

(ii)   Subject to Section 7.2(a)(i), Registry Operator shall pay the Registry-Level Fees on a quarterly basis to an account designated by ICANN within thirty (30) calendar days following the date of the invoice provided by ICANN.

(b)   Initial Potential Adjustment to Registry-Level Fees. Following the Amendment No. 4 Effective Date, ICANN shall conduct a contractual compliance audit pursuant to Section 3.1(k) to determine whether there are any compliance issues relating to Registry Operator and this Agreement during the 12 month period preceding the Amendment No. 4 Effective Date (the "Initial Audit"). If, following the conclusion of the Initial Audit, ICANN determines, in its sole discretion, that there are no unresolved compliance issues (including any compliance issues identified in the initial audit report for the Initial Audit that Registry Operator has not cured prior to ICANN's delivery of the final audit report for the Initial Audit) relating to Registry Operator and this Agreement, then the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$1.25, effective as of 1 July 2016, for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(b) pertains.

(c)   Additional Potential Adjustments to Registry-Level Fees.

(i) Subject to the terms of this Section 7.2(c), beginning on 1 January 2017, Registry Operator may request one or more adjustments to the then applicable registry-level transaction fee by providing a written request to ICANN (a "Registry-Level Transaction Fee Adjustment Request"). Registry Operator shall not submit a Registry-Level Transaction Fee Adjustment Request more than once per consecutive 12 month period. For the purposes of clarity, Registry Operator may submit a Registry-Level Transaction Fee Adjustment Request regardless of whether ICANN approved any prior year's Registry-Level Transaction Fee Adjustment Request.

(ii) Following ICANN's receipt of a Registry-Level Transaction Fee Adjustment Request, ICANN shall conduct a contractual compliance audit pursuant to Section 3.1(k) to determine whether there are any compliance issues relating to Registry Operator and this Agreement during the 12 month period preceding the date on which ICANN received the Registry Level Transaction Fee Adjustment Request.

(iii) If, following the conclusion of a contractual compliance audit contemplated by Section 7.2(c)(ii), ICANN determines, in its sole

discretion, that there are no unresolved compliance issues (including any compliance issues identified in the initial audit report for such audit that Registry Operator has not cured prior to ICANN's delivery of the final audit report for such audit) relating to Registry Operator and this Agreement, then ICANN shall approve the applicable Registry-Level Transaction Fee Adjustment Request (the date of each such approval, the "Registry Level Transaction Fee Adjustment Approval Date"). Upon ICANN's approval of a Registry-Level Transaction Fee Adjustment Request for the applicable year, the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be adjusted as follows:

(A)   If a Registry Level Transaction Fee Adjustment Approval Date occurs prior to 31 March 2017, the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.75, effective as of 1 July 2017, for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(c)(iii)(A) pertains. If a Registry-Level Transaction Fee Adjustment Request was submitted between 15 February 2017 and 15 March 2017 but ICANN's approval is delayed such that the Registry Level Transaction Fee Adjustment Approval Date (if any) for such Registry-Level Transaction Fee Adjustment Request occurs after 31 March 2017 (a "2017 Delayed Approval"), then the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.75, effective as of 1 July 2017 (even if the Registry Level Transaction Fee Adjustment Approval Date occurs after such date), for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(c)(iii)(A) pertains.

(B)   If a Registry Level Transaction Fee Adjustment Approval Date occurs between 1 April 2017 and 31 March 2018 (other than as a result of a 2017 Delayed Approval under Section 7.2(c)(iii)(A)), the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.50, effective as of 1 July 2018, for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(c)(iii)(B) pertains. If a Registry-Level Transaction Fee Adjustment Request was submitted between 1 April 2017 and 31 January 2018 but ICANN's approval is delayed such that the Registry Level Transaction Fee Adjustment Approval Date occurs after 31 March 2018 (a "2018 Delayed Approval"), then effective 1 July 2018, the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.50, effective as of 1 July 2018 (even if the Registry Level Transaction Fee Adjustment Approval Date occurs after such date), for each Transaction during the calendar quarter to which the amount of the

registry-level transaction fee specified in this Section 7.2(c)(iii)(B) pertains.

(C)   If a Registry Level Transaction Fee Adjustment Approval Date occurs after 1 April 2018 but before 31 March of any year thereafter ("Applicable Year") (other than as a result of a 2018 Delayed Approval under Section 7.2(c)(iii)(B)), the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.25, effective as of 1 July of the Applicable Year, for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(c)(iii)(C) pertains. If a Registry-Level Transaction Fee Adjustment Request was submitted after 1 April 2018 but before 31 January of an Applicable Year but ICANN's approval is delayed such that the Registry Level Transaction Fee Adjustment Approval Date occurs after 31 March of the Applicable Year, then effective 1 July of the Applicable Year, the registry-level transaction fee payable by Registry Operator pursuant to Section 7.2(a)(i)(2) shall be US$0.25, effective as of 1 July of the Applicable Year (even if the Registry Level Transaction Fee Adjustment Approval Date occurs after such date), for each Transaction during the calendar quarter to which the amount of the registry-level transaction fee specified in this Section 7.2(c)(iii)(C) pertains.

(d)   Variable Registry-Level Fee.

(i)   If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within 60 calendar days with respect to the first quarter of such ICANN fiscal year and within 20 calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a registry-registrar agreement with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 7.2(d)); provided, that the fees shall be invoiced to all ICANN accredited registrars

if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 7.2(d) irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(ii)   The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per‑registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed the applicable registry-level transaction fee per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

(e)   <u>Adjustments to Fees</u>. Notwithstanding any of the fee limitations set forth in this Section 7.2, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the term of this Agreement, the then-current fees set forth in Section 7.2(a), (b), (c) and (d) may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such adjustment. Any fee adjustment under this Section 7.2(e) shall be effective as of the first day of the first calendar quarter following at least 30 days after ICANN's delivery to Registry Operator of such fee adjustment notice.

(f)   Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

h. Section 8.8 is hereby amended to delete the requirement to deliver a copy of any notices to J. Beckwith Burr

i. A new Appendix 8 is hereby added in the form attached hereto.

j. A new Appendix 9 is hereby added in the form attached hereto.

2.   **Agreement; No Other Amendment; Reaffirmation.** Except as amended by this Amendment No. 4, the Agreement shall remain in full force and effect according to its terms and shall be read and construed as if the terms of this Amendment No. 4 were included therein. The parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment No. 4, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby.

3.   **Incorporation By Reference.** This Amendment No. 4 incorporates by reference the provisions set forth in Section 8.6 (Amendments and Waivers), Section 8.7 (No Third Party Beneficiaries), Section 8.8 (Notices, Designations and Specifications), Section 8.9 (Severability), Section 8.10 (Language), Section 8.11 (Counterparts) and Section 8.12 (Entire Agreement) as if fully set forth herein.

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IN WITNESS WHEREOF, ICANN and ICM Registry, LLC, have caused this Amendment No. 4 to be executed and delivered by their duly authorized officers as of the Amendment No. 4 Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
       Akram Atallah
       President, Global Domains Division

ICM REGISTRY, LLC

By: _____
       Stuart Lawley
       CEO

.XXX AGREEMENT APPENDIX 8
MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1.   **Rights Protection Mechanisms**. Within 30 days following the first Registry Level Transaction Fee Adjustment Approval Date, Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Within 30 days following the first Registry Level Transaction Fee Adjustment Approval Date, Registry Operator will include all RPMs required by this Appendix 8 and any additional RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD.

2.   **Dispute Resolution Mechanisms**. Within 30 days following the first Registry Level Transaction Fee Adjustment Approval Date, Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

   a.   the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) adopted by ICANN (posted at http://www.icann.org/en/resources/registries/pddrp). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 6.1(a) of the Agreement) following a determination by any PDDRP panel and to be bound by any such determination; and

   b.   the Uniform Rapid Suspension system ("URS") adopted by ICANN (posted at http://www.icann.org/en/resources/registries/urs), including the implementation of determinations issued by URS examiners.

.XXX AGREEMENT APPENDIX 9
PUBLIC INTEREST COMMITMENTS

1. Within 30 days following the first Registry Level Transaction Fee Adjustment Approval Date, Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN (posted at http://www.icann.org/en/resources/registries/picdrp), which may be revised in immaterial respects by ICANN from time to time (the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 6.1(a) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

   a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires registrars to include in their registration agreements a provision prohibiting registered name holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

   b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.

   c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

   d. Registry Operator shall not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's affiliates. "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

2. Within 30 days following the first Registry Level Transaction Fee Adjustment Approval Date, Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 6.1(a) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination. Nothing in Section 2 of this Appendix shall limit any obligations of Registry Operator under Section 1 of this Appendix. In the event Section 2 of this Appendix conflicts with the requirements of any other provision of the Registry Agreement (including any Section of this Appendix), such other provision shall govern.

   a. **Anti-Abuse Policy**

   Registrants in the TLD will be required to agree to the terms of Registry Operator's Anti-Abuse Policy under the Registry-Registrant Agreement and the Anti-Abuse Policy will be posted on the Registry Operator's web site and will include the following terms:

   i. Accurate Registration Information. Registrant represents and warrants to have provided current, complete, and accurate information in connection with its registration and agrees to correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration in the TLD. Registrant's obligation to provide current, accurate, and complete information is a material element of the Registry-Registrant Agreement, and the registry 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.

   ii. Child Protection Labeling. Registrant understands that Registry Operator may label the sites in the TLD and any site to which such sites are automatically redirected irrespective of the top-level domain for child protection purposes; registrant consents to such labeling.

   iii. Prohibition on Child Abuse Images and Conduct or Content Designed to Suggest the Presence of Child Abuse Images. The term "child abuse images" is defined as any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, depicting child sexual abuse as stated in the United Nations Convention on the Rights of the Child. Registrant's sites in the TLD shall not display any child abuse images. Registrant's sites in the TLD shall not engage in

practices that are designed to suggest the presence of child abuse images, including, without limitation, the use of meta-tags for that purpose. Registry Operator will refer any sites in the TLD that are reported to the Registry Operator to be in violation of this policy to child safety hotlines like the National Center for Missing and Exploited Children (NCMEC), the Internet Watch Foundation (IWF), or the International Association of Internet Hotlines (INHOPE).

iv.   <u>Prohibition on Abusive Registrations.</u> No registrant may register an abusive second-level domain name in the TLD including, without limitation, domain names that infringe the intellectual property rights of a third party, including common law trademark rights; domain names that are obvious variants of well-known trademarks not belonging to the registrant; or domain names that suggest the presence of child abuse images.

v.   <u>Prohibition on Malicious Conduct.</u> No registrant shall use or permit use of a domain name in the TLD for or in connection with email spoofing, phishing, spam, or other forms of malicious behavior.

vi.   <u>Ongoing Best Practices Policies.</u> Registry Operator will revise this TLD Anti-Abuse Policy or the Registry-Registrant Agreement to include commercially reasonable best practices policies developed by the .XXX top-level domain and/or the International Foundation for Online Responsibility (IFFOR) that are designed to promote responsible business practices related to (i) combating online child abuse images, (ii) facilitating user choice and parental control regarding access to online adult entertainment, (iii) protecting free expression rights, and/or (iv) protecting the privacy, security, and consumer rights of consenting adult consumers of online adult entertainment goods and services; registrant consents to adhere to such policies.

b.   **Child Protection Name Reservation**. Registry Operator has developed a proprietary child protection keyword list. Registry Operator has, to the extent such names are not previously registered, reserved, and shall continue to keep reserved, the exact match second-level domain names on its proprietary child protection keyword list from registration in the TLD; Registry Operator will reserve such names from registration throughout the duration of Registry Operator's operation of the TLD. If any such names were previously registered but are not renewed, Registry Operator will thereafter reserve such names from registration throughout the duration of Registry Operator's operation of the TLD.

c.   **Child Protection Zone File Review**. On a quarterly basis, Registry Operator will apply its proprietary child protection keyword list against the TLD zone file. In the event a second-level domain name in the TLD zone file has been

registered and includes a keyword on Registry Operator's proprietary child protection keyword list and is a second-level domain name designed to suggest the presence of child abuse images, Registry Operator will report such domain name(s), on a quarterly basis, to child safety hotlines like National Center for Missing and Exploited Children (NCMEC), the Internet Watch Foundation (IWF), or the International Association of Internet Hotlines (INHOPE). Registry Operator will take appropriate actions as indicated by such child safety hotline(s) and/or law enforcement with respect to the domain name(s) it reports.

d. **Registry Operator's Right to Disqualify Registration**. Registry Operator will reserve the right under the Registry-Registrant Agreement, at its sole discretion, at any time and without limitation, to immediately deny, cancel, terminate, suspend, lock, hold, or transfer any domain name and/or registration for any of the following reasons:

    i. to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

    ii. to ensure registrant's compliance with the terms of the Registry-Registrant Agreement including the TLD's Anti-Abuse Policy;

    iii. in the event the domain name and/or its use violates the Registry Operator's policies, or a third party's rights, including, without limitation, the infringement of any copyright or trademark;

    iv. in the event registrant fails to provide accurate Whois information; or

    v. as needed during resolution of a dispute.

e. **Abuse Point of Contact.** Registry Operator will provide an abuse point of contact (APOC). This contact will be posted on the Registry Operator's web site and Registry Operator will provide a convenient web form for Internet stakeholders to file abuse complaints directly with Registry Operator.

Abuse reports submitted to Registry Operator regarding suspected child abuse content in the TLD will be routed to child safety hotlines like the National Center for Missing and Exploited Children (NCMEC), the Internet Watch Foundation (IWF), or the International Association of Internet Hotlines (INHOPE).