IANA COMMUNITY AGREEMENT

This IANA Community Agreement ("Agreement") is entered into effective as of this __ day of _____ ("Effective Date"), by and among the IETF Trust, a Virginia common law trust ("IETF Trust") and _____[1] ("Names Community"), _____ ("Numbers Community") and the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation ("Protocol Community") (the Names Community, Numbers Community, and Protocol Community are referred toeach an "Operational Community" and collectively as the "Operational Communities").

ARTICLE 1.   ARTICLE 1 DEFINITIONS

1.1   AAA: Has the meaning set forth in Section 3.3c.

1.2   1.1   Affiliate: With respect to a party hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such party, together with all officers, members, managers and directors of such party, corporation or business entity. For this purpose, the word "control" shall mean direct or indirect ownership of fifty percent (50%) or more of the equity or voting shares or interest of such corporation or business entity having the right to vote for the election of directors, or the power to appoint a majority of the board of directors or other governing body or otherwise to direct the management and policies of such corporation or business entities, whether by contract or otherwise. For the avoidance of doubt, the Internet Society, a District of Columbia non-profit corporation, is not an Affiliate of the IETF Trust.

1.3   Agreement: Has the meaning set forth in the Preamble.[2]

1.4   CCG: Has the meaning set forth in Section 2.1.

1.5   CCG Representatives: Has the meaning set forth in Section 2.2.

1.6   Consultation Period: Has the meaning set forth in Section 3.3b.

1.7   Effective Date: Has the meaning set forth in the Preamble.

---

[1] Note to Draft: What group or entity is going to be the Operational Community for the Names Community?

[2] Note to Draft: We suggest that all defined terms be included in Section 1, even if it is just a cross-reference to a definition in another section of the Agreement. It makes finding them in the document an easier process.

1

1.8   Encumbrance: Any lien, claim, easement, attachment, option, right to acquire an interest, lease, license, sublease, occupancy contract, encroachment, covenant, charge, security interest, mortgage, pledge, easement, restriction on use, conditional sale or other title retention agreement or defect in title.

1.9   ~~1.2~~   IANA Intellectual Property: ~~All rights owned, held or controlled by the IETF Trust throughout the world in the names "Internet Assigned Numbers Authority" and "IANA", including all associated designs and logos, and all derivatives, variants, combinations and modifications thereof and all Internet domain names including any material portion of any of the foregoing.~~(i) The trademarks set forth on Exhibit A, as the same may be amended from time to time by mutual agreement of the IETF Trust and [the Operational Communities][3], together with the registrations therefor, all common law and other rights in such trademarks, and all goodwill accruing from the use thereof, throughout the world (the "IANA Trademarks"); and (ii) the internet domain names set forth on Exhibit A, as the same may be amended from time to time by mutual agreement of the IETF Trust and [the Operational Communities], collectively or individually as the context may require.[4]

1.10   ~~1.3~~   IANA Names Services: Those services so designated in Exhibit ~~A~~B.

1.11   ~~1.3~~   IANA Numbers Services: Those services so designated in Exhibit ~~A~~B.

1.12   IANA Operators: Has the meaning set forth in Section 3.2a.

1.13   ~~1.4~~   IANA Protocol Services: Those services so designated in Exhibit ~~A~~B.

1.14   ~~1.5~~   IANA Services: ~~the~~ The IANA Names Services, IANA Numbers Services, and IANA Protocol Services, individually and collectively as the context may require.

1.15   IANA Trademarks: Has the meaning set forth in the definition of "IANA Intellectual Property."

1.16   ICANN: Has the meaning set forth in Section 3.2b.

1.17   IETF Trust: Has the meaning set forth in the Preamble.

1.18   Initial License Agreement: Has the meaning set forth in Section 3.2d(iii).

1.19   License Agreements: Has the meaning set forth in Section 3.2a.

---

[3] Note to Draft: To be confirmed if CCG has the responsibility for determining what new IANA IP should be created from time to time?

[4] Note to Draft: We revised this definition to be consistent with the IANA Intellectual Property License Agreement.

1.20   Names Community: Has the meaning set forth in the Preamble.

1.21   Numbers Community: Has the meaning set forth in the Preamble.

1.22   Operational Community or Operational Communities: Has the meaning set forth in the Preamble.

1.23   Party: Means the IETF Trust or an Operational Community. "Parties" means two or more of the IETF Trust and the Operational Communities.

1.24   Protocol Community: Has the meaning set forth in the Preamble.

1.25   Severed Clause: Has the meaning set forth in Section 7.3.

ARTICLE 2.   ~~ARTICLE 2~~ COMMUNITY COORDINATION GROUP

2.1   ~~2.1~~   Formation and Purpose of CCG. The ~~parties~~Operational Communities shall form an IANA Community Coordination Group ("~~CGG~~CCG") in accordance with the terms set forth below to provide guidance ~~and~~, advice and approvals to the IETF Trust regarding the stewardship of the IANA Intellectual Property.

2.2   ~~2.2~~   Composition of CCG. The CCG will be comprised of nine (9) individuals, three (3) appointed by each of the Operational Communities (such nine (9) individuals, the "CCG Representatives"). The initial CCG Representatives are set forth in Exhibit ~~B~~C. ~~An~~Each Operational Community shall have the right to change any of its CCG Representatives upon written notice to the other Operational Communities and the IETF Trust. Operational Communities may remove or replace their CCG Representatives ~~for any reason~~at any time and in their sole discretion. The means and procedures by which an Operational Community elects to select, appoint and remove its own CCG Representatives shall be determined solely by that Operational Community, and such procedures and compliance therewith are beyond the scope of this Agreement.[5]

2.3   ~~2.3~~   CCG Co-Chairs.

   a. Each Operational Community shall appoint one of its CCG Representatives as a co-chair of the CCG. The initial CCG co-chairs are set forth in Exhibit ~~B~~C. An Operational Community shall have the right to change ~~any of~~ its CCG co-chair upon written notice to the other Operational Communities and the IETF Trust. Operational Communities may remove or replace their CCG co-chairs ~~for any reason~~at any time and in their sole discretion.

---

[5] Note to Draft: Each Operational Community will need to create governance documents for such Operational Community and its relationship here to the CCG and the IETF Trust.

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

c. The IETF Trust shall be authorized hereunder to treat a communication from ~~any~~the CCG ~~co-chair~~co-chairs collectively as a communication from the CCG as a whole when the communication identifies itself as such, and the IETF Trust shall not be required to make any additional inquiry regarding the authority or validity of instructions or requests made by ~~any co-chair~~the co-chairs collectively on behalf of the CCG.[6]

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

2.4 ~~2.4~~   CCG Operational Procedures.[7] The CCG shall ~~establish~~adopt its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, action taken outside of meetings and the like, at its first meeting, and shall thereafter revise such rules and procedures as permitted thereby. Such procedures shall not constitute a part of this Agreement, and compliance with such procedures shall be beyond the scope of this Agreement. The CCG may invite representatives of the IETF Trust to attend its meetings, but such attendance is not required, or the CCG may request the IETF Trust to appoint a liaison/non-voting ex officio member to the CCG.

ARTICLE 3. ~~ARTICLE 3~~ STEWARDSHIP OF IANA INTELLECTUAL PROPERTY

3.1 ~~3.1~~   General. It is acknowledged that the IETF Trust~~, as~~ has undertaken ownership of the IANA Intellectual Property as a steward for the Operational Communities.[8] As owner of the IANA Intellectual Property, the IETF Trust has the ~~fiduciary responsibility and sole~~ legal right to maintain, license and enforce the IANA Intellectual Property~~. However~~ and the legal obligation to maintain, police and enforce the IANA Trademarks. However, the IETF Trust recognizes that, as steward of the IANA Intellectual Property, it acts under the oversight of the Operational Communities and is accountable to those Operational Communities. Further, the

---

[6] Note to Draft: Is this appropriate, or should official communications always come from all three Operational Communities, to the extent affecting the CCG as a whole? That would be more consistent with Section 2.3(d) below.

[7] Note to Draft: Such procedures need to be developed.

[8] Ownership of each IANA Trademark is recorded at the United States Patent and Trademark Office (USPTO) in the name of the trustees of the IETF Trust.

IETF Trust recognizes that the IANA Intellectual Property is held by the IETF Trust solely for the purpose of being licensed to the IANA Operator(s) selected by, under the oversight of and accountable to the Operational Communities. Finally, the IETF Trust recognizes the interest of the Operational Communities in ensuring a reliable and robust Internet names functionfunctions. Accordingly, the IETF Trust agrees, as set forth below, to seek the advice and consent of the CCG with respect to certainall matters concerning the IANA Intellectual Property., to keep the CCG fully informed of such matters, and to the fullest extent of applicable law hereby delegates to the Operational Communities the IETF Trust's authority as the record owner of the IANA Trademarks to determine if the goods and services provided under the IANA Intellectual Property are consistent with the standards set forth by the Operational Communities (directly, or through a process of community engagement and feedback), and specifically by the Names Community with respect to the Names Services, which standard shall be at least of the same or greater quality as provided prior to the Effective Date of this Agreement.[9]

3.2   3.2   Licenses to IANA Operators.

a.   a.   The IETF Trust shall license the IANA Intellectual Property, including the use of associated domain names, to one or more third party operators selected by the applicable Operational Communities ("IANA Operators") for use in connection with performing IANA Services under one or more written license agreements ("License Agreements").

b.   It is agreed by the Parties that the initial IANA Operator for each IANA Service shall be [PTI].

b.   The IETF Trust acknowledges that the initial IANA Operator selected by the Operational Communities for each IANA Service is the Internet Corporation for Assigned Names and Numbers ("ICANN"), which in turn has entered into an agreement with [PTI] to perform the IANA Services.

c.   c.   For purposes of this Agreement, it is agreed that each Operational Community shall have primary advisory responsibility for oneits respective IANA Service as follows:

IANA Service	Designated Operational Community
IANA Names Service	Names Community
IANA Numbers Service	Numbers Community
IANA Protocol Service	Protocol Community

The IETF Trust acknowledges that each Operational Community may develop specific requirements relating to its designated IANA Service. The CCG co-chair representing an

---

[9] Note to Draft: Consider whether determining quality of services is a responsibility of the Operational Communities, and not the IETF Trust alone. Shouldn't the IETF Trust be acting at the direction of the Operational Communities?

Operational Community shall have the right to instruct the IETF Trust to terminate the License Agreement with the then-current IANA Operator with respect to such Operational Community's designated IANA Service, and the CCG shall have the right to instruct the IETF Trust to terminate the License Agreement with the then-current IANA Operator, as a whole, in each case, to be terminated in accordance with the IETF Trust's termination rights under the applicable License Agreement. The IETF Trust shall ensure that its License Agreements with the IANA Operators permit termination upon such notification after a reasonable transition period not to exceed [180 days]as instructed by such Operational Community. The IETF Trust shall terminate the relevant IANA Operator's License Agreements with the minimum allowable notice periodas instructed by such Operational Community.

d.   d.   Operational Community IANA Operator Request.

(i)   (i) Upon the request of an Operational Community, the IETF Trust will attempt in good faith to negotiate a License Agreement with a prospective IANA Operator relating to the Operational Community's designated IANA Service. The IETF Trust shall consult with the CCG (or in the case of a license relating to IANA Services for one or two Communities, the relevant CCG Representatives) regarding the terms under negotiation with each prospective IANA Operator and shall act in a manner consistent with the advice of the CCG or the relevant CCG Representatives, as applicable.[10] The IETF Trust shall submit the proposed License Agreement to the CCG (or relevant CCG Representatives) for prior written approval, not to be unreasonably withheld. The IETF Trust shall not enter into a License Agreement that has not been approved by the CCG (or relevant CCG Representatives). In the event that, after expending good faith efforts for a reasonable period of time, the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement, the IETF Trust, the prospective IANA Operator and the relevant Operational Community shall in good faith enter into mediation pursuant to the rules of the American Arbitration Association for a period not to exceed ninety (90) days in order to come to agreement upon the terms of a License Agreement. If the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement as a result of such mediation, the IETF Trust shall so notify the requesting Operational Community and, stating the reasons thereforetherefor in reasonable particularity. Under no circumstances shall the IETF Trust be required to enter into a License Agreement that contains terms that are unacceptable to the IETF Trust deems unacceptable in its solereasonable discretion, acting as a steward of the IANA Intellectual Property.

(ii) In the event that the IETF Trust and a prospective IANA Operator are unable to agree upon the terms of a License Agreement [and the relevant Operational Community(ies) still wishes to engage such prospective IANA Operator], the CCG (or the relevant CCG Representatives) may commence the process set forth in Section 3.3("Transfer of Ownership of IANA Intellectual Property") by providing written notice thereof to the IETF Trust.

---

[10] Note to Draft: Should the CCG have to consent to the license and any successor licenses? Consider whether that may be advisable.

(iii) – (ii) Notwithstanding the foregoing, theThe IETF Trust and each Operational Community acknowledge that the License Agreement that the IETF Trust has executed with the initial IANA Operator as of the Effective DataDate, attached hereto as Exhibit D (the "Initial License Agreement") is acceptable to iteach of them.

e.   e.   Each of the Operational Communities agrees that it shall monitor the IANA Operator's use of the IANA Intellectual Property with respect to its designated IANA Service for the purposes of quality control under the License Agreement and shall promptly notify the IETF Trust of any failures or deficiencies in the quality of service provided by the IANA Operator. that would violate such quality control provisions.[11] The IETF Trust will cooperate withand the relevant Operational Community inshall coordinate communicating with the IANA Operator and seeking to address such failures or deficiencies.

f.   f.   In the event that the IETF Trust believes that an IANA Operator has materially breached its License Agreement with respect to an IANA Service, the IETF Trust shall consult with the relevant Operational Community (through its CCG co-chair) regarding an appropriate course of action, including potential termination of such License Agreement.

g.   The IETF Trust shall not sell, lease (as lessor), transfer or otherwise dispose of, or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on, in whole or in part, any of the IANA Intellectual Property.

3.3   Transfer of Ownership of IANA Intellectual Property. In the event that the IETF Trust (i) materially breaches this Agreement, (ii) materially breaches a License Agreement, (iii) fails to come to agreement with a prospective IANA Operator under Section 3.2d(ii), or (iv) materially breaches the IETF Trust trust agreement in a manner reasonably related to the IANA Intellectual Property, the CCG (or the relevant CCG Representatives) may commence the process set forth in this Section 3.3 by written notice to the IETF Trust.

a.   Following notification to the IETF Trust from the CCG (or the relevant CCG Representatives) of a material breach under Section 3.3(i), (ii), or (iv) above, the IETF Trust shall have a period of sixty (60) days to cure such breach or, if such breach cannot reasonably be cured within sixty (60) days, a reasonable period for such cure to be agreed between the IETF Trust and the CCG (or the relevant CCG Representatives). Following notification to the IETF Trust from the CCG (or the relevant CCG Representatives) relating to a failure to come to agreement with a prospective IANA Operator under Section 3.2d(ii), the IETF Trust shall have thirty (30) days to agree to the terms of a License Agreement with the prospective IANA Operator acceptable to the IETF Trust, the prospective IANA Operator and the CCG (or relevant CCG Representatives).

---

[11] Note to Draft: This should refer to the newly established procedures to be used by Names (e.g., the CSC) and the existing procedures used by Numbers and Protocol Parameters, to oversee the quality of the IANA service provider's goods and services.

b.   If the breach of an agreement under Section 3.3(i), (ii), or (iv) above is not cured to the reasonable satisfaction of the CCG (or relevant CCG Representatives) during the time-frame set forth in Section 3.3a, or the IETF Trust fails to come to agreement with a prospective IANA Operator under Section 3.2d(ii) during the time-frame set forth in Section 3.3a, then a ninety (90) day consultation period ("Consultation Period") shall immediately begin. During such period, the CCG (or the relevant CCG Representatives) and the Chair of the IETF Trust shall meet in person at a mutually agreed location, at least once, and by other telephone or electronic means as required, to use their best efforts in good faith to find a mutually-acceptable means for addressing the breach. Each party shall bear its own expenses in connection with such consultations.

c.   If, by the end of the Consultation Period, (i) the CCG (or the relevant CCG Representatives) and the IETF Trust have not reached an amicable solution and the IETF Trust has not cured such breach to Licensor's reasonable satisfaction, or (ii) the relevant parties are unable to agree to the terms of a License Agreement with the prospective IANA Operator, then the CCG (or the relevant CCG Representatives) and the IETF Trust agree first to try in good faith to settle the dispute by submitting to voluntary mediation administered by the American Arbitration Association ("AAA") using a mediator mutually acceptable to the parties or, if they cannot agree within thirty (30) days following the submission to the AAA, a mediator selected by the AAA. The mediation shall take place in a mutually agreed location and shall commence within thirty (30) days following the end of the Consultation Period, and shall continue for a period of ninety (90) days following such commencement. CCG (or the relevant CCG Representatives) and the IETF Trust shall each be entitled to be represented by counsel at such mediation. Each of such parties shall bear its own costs and expenses in connection with such mediation, and the costs and expenses of the mediation shall be divided evenly between such parties. The results of the mediation shall be non-binding, but the parties to such mediation shall work in good faith to reach an agreement to resolve the issues.

d.   If within ten (10) days following the end of such mediation, (i) the CCG (or the relevant CCG Representatives) and the IETF Trust fail to reach agreement relating to a material breach of an agreement under Section 3.3(i), (ii), or (iv) above and the IETF Trust has still not cured such breach to CCG's (or the relevant CCG Representatives') reasonable satisfaction, or (ii) the relevant parties are unable to agree to the terms of a License Agreement, the IETF Trust shall promptly transfer the IANA Intellectual Property (in whole or in relevant part) at no cost to an entity designated by the CCG (or the relevant CCG Representatives).[12] The Parties agree that damages would be an insufficient remedy in the event of such a breach or failure to come to terms on a License Agreement and that specific performance is an appropriate remedy to enforce the terms of this Section 3.3.

---

[12] Note to Draft: In such case, would the IETF Trust also assign the License Agreements to the new holder of the IANA Intellectual Property? Or would the new holder of the IANA Intellectual Property enter into a new License Agreement(s) with the IANA Operator(s)?

3.4   3.3   Maintenance of IANA Intellectual Property. The IETF Trust agrees that it shall hold, maintain and renew registrations on the current IANA Intellectual Property in accordance with best practices in the intellectual property management field. The IETF Trust shall consider the CCG's recommendations regarding the registration offurther shall seek new registrations of the IANA Intellectual Property trademarks in additional territories and classes of goods and services., and additional domain name registrations, based on the IANA Intellectual Property, as instructed by the CCG.[13] With respect to the Internet domain names constituting part of the IANA Intellectual Property, the IETF Trust shall ensure that the registrars selected for such domain names meet the requirements set forth in Exhibit CE.

3.5   3.4   Policing and Enforcement of IANA Intellectual Property. The IETF Trust shall actively police and monitor third party uses of the IANA Intellectual Property and potential infringements or dilutions of the IANA Intellectual Property in accordance with best practices in the intellectual property management field. Each party shall notify the other parties of any suspected third party infringement or dilution of the IANA Intellectual Property that comes to its attention. The As between the CCG and the IETF Trust, the IETF Trust has [a fiduciary duty and] the sole legal right and discretion to enforce the IANA Intellectual Property against third parties, and shall at all times act consistently with its obligations to the Operational Communities as steward of the IANA Intellectual Property. The IETF Trust will consult with the CCG prior to initiating any enforcement action against a third party regarding the IANA Intellectual Property, and may bring any such enforcement action when it deems that such enforcement is warranted in its reasonable discretion. The IETF Trust shall be entitled to retain all damages and other recoveries resulting from such enforcement actions, after; provided, however, that if the CCG objects to the initiation of any enforcement action, the CCG and the IETF Trust shall enter into a good-faith consultation in order to arrive at a mutually acceptable resolution. After reimbursing from such recoveries the Operational Communities for any expenditures made in connection with such enforcement actions (provided that such expenditures are reasonable and pre-approved by the IETF Trust prior to being incurred), all damages and other recoveries resulting from such enforcement actions shall be divided equally among [_____].[14]

ARTICLE 4. ARTICLE 4   OWNERSHIP

Each of the Operational Communities hereby acknowledges that the IETF Trust is the owner of the IANA Intellectual Property and all goodwill therein and arising from its use, and that nothing in this Agreement or otherwise grants such Operational Community any ownership or license right in or to any such IANA Intellectual Property. Each Operational Community agrees that it shall not (a) register or reserve any name, mark, logo, word or design that is

---

[13] Note to Draft: Revised to reflect Section C(2)(c) of the Proposed Principal Terms of the IANA Intellectual Property Agreements.

[14] Note to Draft: To be discussed.

confusingly similar to any IANA Intellectual Property as a trademark, service mark, certification mark, trade name, domain name or search term in any jurisdiction in the world, (b) except as expressly set forth herein, challenge Licensor's the IETF Trust's ownership of or the validity of the Licensed Mark IANA Intellectual Property, any application for registration or registration thereof or any rights of the IETF Trust therein; (c) do commit any act that is likely to invalidate or impair any IANA Intellectual Property; or (d) use, suffer or permit the use of any IANA Intellectual Property in any manner that would tend to devalue, injure, demean or dilute the goodwill or reputation of the IETF Trust or the IANA Intellectual Property, provided, however, that actions taken by IANA Operators shall not constitute a violation of this ARTICLE 4 by any Operational Community.

ARTICLE 5. ARTICLE 5 TERM AND TERMINATION

5.1 5.1 Term. This Agreement shall remain in effect from the Effective Date until terminated by mutual agreement of the IETF Trust and [at least two]all Operational Communities that are parties to this Agreement at such time, unless terminated earlier pursuant to Section 5.2.

5.2 Termination Pursuant to Section 3.3. In the event that the IANA Intellectual Property is transferred pursuant to Section 3.3, this Agreement shall automatically terminate in whole or in relevant part.

5.3 5.2 Effects of Termination. The provisions of Articles ARTICLE 4, (unless terminated pursuant to Section 5.2), ARTICLE 6 and ARTICLE 7 of this Agreement shall survive any termination hereof in accordance with their terms.

ARTICLE 6. ARTICLE 6 LIABILITY

6.1 6.1 Exclusion of Certain Damages. NO PARTY SHALL BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES TO ANY OTHER PARTY OR TO ANY THIRD PARTY OR ENTITY SUFFERED BY THAT PARTY OR ANY OTHER PERSON OR ENTITY RESULTING FROM ANY CAUSE UNDER THIS AGREEMENT, EVEN IF FORESEEABLE.

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

ARTICLE 7. ARTICLE 7 GENERAL PROVISIONS

7.1 7.1 Disputes. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA State of California, excluding its conflicts of law provisions. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the U.S. Central District of Northern Virginia California for the

resolution of all disputes concerning the interpretation, enforcement, breach and termination of this Agreement.

7.2   7.2   Notices. Any notice or report required or permitted to be given or made under this Agreement by a party hereto to any other party shall be given by registered mail or overnight courier (return receipt requested), to the parties at the addresses indicated below, and shall be effective upon the earlier of the date of actual receipt by the addressee or the date three (3) days after the same was posted or sent. Notices shall be sent to:

[OPERATIONAL COMMUNITIES]

[insert addresses]

IETF TRUST

[insert address]

A party hereto may change its address or contact person by giving written notice to the other parties pursuant to this Agreement.

7.3   7.3   Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), the parties hereto agree that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

7.4   7.4   Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

7.5   7.5   Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the parties with respect to the matters contained herein and supersede any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by the parties hereto.

7.6   7.6   Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement, in whole or in part, shall not be assignable by any party hereto to any third party without the prior written consent of the other.

7.7   7.7   Non-Waiver. The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not constitute a

11

waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

7.8   7.8   Independent Contractors. The parties hereto are independent contractors. No party is, or will be deemed to be, the partner or legal representative or agent of any other party, nor shall any party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

7.9   7.9   Publicity. No party shall make any public announcement, press release or disclosure of the terms of this Agreement without the prior written consent of each other party hereto.

7.10   7.10   Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

7.11   Construction. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section," or "Exhibit" refer to the specified Article, Section, or Exhibit of this Agreement; (e) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or"; and (f) the term "including" or "includes" means "including without limitation" or "includes without limitation" so as to not limit the generality of the preceding term. Unless otherwise stated, references to days shall mean calendar days.

[Signature page follows]

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

[Names Community]

By: ~~_____~~

Name: ~~_____~~

Title: ~~_____~~

By: _____

Name: _____

Title: _____

[Numbers Community]

By: ~~_____~~

Name: ~~_____~~

Title: ~~_____~~

By: _____

Name: _____

Title: _____

[Protocol Community]

By: ~~_____~~

Name: ~~_____~~

Title: ~~_____~~

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

EXHIBIT A

TRADEMARKS

MARK	GOODS AND SERVICES	APP. NO. & DATE	REG. NO. & DATE
INTERNET ASSIGNED NUMBERS AUTHORITY	IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101 IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101	76481499 Jan 10, 2003	2764089 Sep 16, 2003
(Add)	IC 035. US 100 101 102. G & S: administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222 IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222	76247587 Apr 27, 2001	2620519 Sep 17, 2002
IANA	IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of domain names or addresses on the internet. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200 IC 042. US 100 101. G & S: Providing information via the internet in the field of technical standards and	77310518 Oct 22, 2007	3536171 Nov 25, 2008

MARK	GOODS AND SERVICES	APP. NO. & DATE	REG. NO. & DATE
	guidelines for global computer information networks; creation of and establishing provisions for and development and maintenance of technical parameters and guidelines for facilitating Internet communications; and the creation of, establishing technical provisions for and monitoring and maintenance of domain names or addresses on the Internet. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200		

DOMAIN NAMES

iana.org

iana.com

iana.net

IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

[describe][15]

IANA NUMBERS SERVICE

[describe]

IANA PROTOCOL SERVICE

These include (i) assigning and registering Internet protocol parameters as directed by the criteria and procedures specified in RFCs, including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignment, as well as procedures and criteria directed by Supplemental Agreements agreed to between the IETF and the protocol service provider; (ii) providing on-line facilities for the public to request Internet protocol parameter assignments; (iii) making available to the public, on-line and free of charge, information about each current assignment, including contact details for the assignee.

---

[15] Note to Draft: Who is responsible for preparing this description from the Names Community?

EXHIBIT ~~B~~C

COMMUNITY COORDINATION GROUP

Names Community Representative members:

1. [co-chair][16]

2.

3.

Numbers Community Representative members:

1. [co-chair]

2.

3.

Protocol Community Representative members:

1. [co-chair]

2.

3.

---

[16] Note to Draft: Who is responsible for preparing this list from the Names Community?

EXHIBIT D

INITIAL LICENSE AGREEMENT

[To be attached]

EXHIBIT ~~C~~E

DOMAIN NAME REGISTRAR REQUIREMENTS[17]

i.   For changes to the technical contact information, approval of both the technical and administrative contact is required. The registrant can override the need for the other parties to approve, but only after a period of no more than 10 days.

ii.   The name must be configured to renew automatically. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The IETF Trust shall arrange sufficient funds to ensure renewal is successful. Notices of pending, successful, and failed renewals must go to both technical and administrative contacts.

iii.   The name must be set to prohibit registrar transfers. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The IETF Trust shall arrange sufficient funds to ensure renewal is successful. Transfer approval notices must be set to both technical and administrative contacts.

iv.   The name must be configured to prohibit deletion. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above.

v.   The name must be configured to prohibit update. To permit the functions below, removal of this setting requires approval only by one of the administrative or technical contact, with notices going to both contacts.

vi.   For changes to DS or NS records to be passed through the registry, such changes can be made entirely by the technical contact, but with notification to the administrative contact.

vii.   Optionally, for changes to DS or NS records to be passed through the registry, such changes can be made by the administrative contact only with the approval of the technical contact.[18]

---

[17] Note to Draft: Who is responsible for reviewing this exhibit from the Names Community?

[18] Note to Draft: Consider whether it's important to have both the administrative and technical contact approve changes generally.

Summary report: Litéra® Change-Pro TDC 7.5.0.176 Document comparison done on 7/25/2016 4:15:58 PM	
Style name: Sidley Default	
Intelligent Table Comparison: Active	
Original DMS: iw://SIDLEYDMS/ACTIVE/215885720/1	
Description: Community-Agreement-2016-07-05	
Modified DMS: iw://SIDLEYDMS/ACTIVE/215885720/8	
Description: Community-Agreement, Comments 7.25.16	
Changes:	
Add	288
Delete	126
Move From	10
Move To	10
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	435