LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into effective as of this __ day of _____, 2016 ("Effective Date"), by and among the IETF Trust, a Virginia common law trust, ("Licensor") and [PTI]the Internet Corporation for Assigned Names and Numbers ("ICANN"), a California nonprofit public benefit corporation ("Licensee"). Licensor and Licensee may each be referred to herein as a "Party," and collectively as the "Parties."

ARTICLE 1   ARTICLE 1   DEFINITIONS

1.1   AAA: Has the meaning set forth in Section 6.3(d).[1]

1.2   1.1   Affiliate: With respect to a partyParty hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such partyParty, together with all officers, members, managers and directors of such partyParty, 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 Licensor.[2]

1.3   Agreement: Has the meaning set forth in the Preamble.

1.4   CCG: The IANA Community Coordination Group.

1.5   CCG Representatives: The nine (9) individuals who form the CCG, including three (3) individuals appointed by each of the Operational Communities.

1.6   Community Agreement: The Community Agreement dated as of the date hereof between the Licensor, on the one hand, and the Operational Communities, on the other hand.

1.7   Consultation Period: Has the meaning set forth in Section 6.3(c).

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[1] 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.

[2] Note to Draft: Is the IETF an Affiliate of Licensor under this definition? What is the relationship between ISOC and Licensor?

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

1.9   IANA Intellectual Property: The Licensed Domains and Licensed Marks, collectively or individually as the context may require.

1.10   ~~1.2~~   IANA Names Services~~.~~: Those services so designated in Exhibit A~~.~~

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

1.12   ~~1.4~~   IANA Protocol Services~~.~~: Those services so designated in Exhibit A.

1.13   ~~1.5~~   IANA Services: ~~the~~The IANA Names Services, IANA Numbers Services, and IANA Protocol Services, collectively or individually as the context may require.

1.14   ICANN: Has the meaning set forth in the Preamble.

1.15   Indemnification Notice: Has the meaning set forth in Section 5.2(a).

1.16   Indemnified Party: Has the meaning set forth in Section 5.2(a).

1.17   Indemnifying Party: Has the meaning set forth in Section 5.2(a).

1.18   Liability: Has the meaning set forth in Section 5.1.

1.19   ~~1.5~~   Licensed Domains: Those Internet domain names listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties.

1.20   ~~1.6~~   Licensed Marks: Those ~~registered~~ trademarks listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties, together with all registrations therefor, all common law and other rights ~~in such trademarks~~therein, and all goodwill accruing from the use thereof, throughout the world.

1.21   Licensee: Has the meaning set forth in the Preamble.

1.22   Licensor: Has the meaning set forth in the Preamble.

1.23   Names Community: Has the meaning set forth in the definition of "Operational Communities."

1.24   Numbers Community: Has the meaning set forth in the definition of "Operational Communities."

1.25   Operational Communities: [_____] (the "Names Community"), [_____] (the "Numbers Community"), and the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation (the "Protocol Community"), collectively or individually as the context may require.

ARTICLE 2   ~~ARTICLE 2~~ TRADEMARK LICENSES

2.1   ~~2.1~~   Grant of Licenses. ~~IETF~~Licensor hereby grants Licensee~~/PTI~~, and Licensee hereby accepts, a worldwide, exclusive, royalty-free, fully paid right and license (including a right to sublicense in accordance with Section 3.4 below) to use, display, [market] and reproduce the ~~IANA~~Licensed Marks in connection with the provision and marketing of: (a) the IANA Names Services, (b) the IANA Numbers Services, and (c) the IANA Protocol Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services~~.~~ set forth in clauses (a)-(c) above.[3]

2.2   ~~2.2~~   ~~Service~~ Quality Control Requirements. Licensee agrees ~~that~~ that all IANA Services offered under the IANA Intellectual Property shall be of a consistent quality at least as high as the quality of comparable services offered by ICANN immediately prior to the Effective Date~~. The parties may, throughout the term, agree on~~ and shall comply with any additional service quality requirements that the Parties mutually agree upon throughout the Term (as defined in Section 6.1), which shall be incorporated into and made a part of this Agreement. Licensor shall monitor the quality of goods and services offered under the IANA Intellectual Property, and any material changes to such services shall be subject to Licensor's prior written approval, not to be unreasonably withheld, in consultation with the CCG or the relevant CCG Representatives, provided that Licensor may delegate, and pursuant to the Community Agreement delegates, such

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[3] Note to Draft: If there are going to be three parallel license agreements, then is this last sentence necessary?

quality monitoring responsibility and approval rights to each Operational Community with respect to the services offered to that Operational Community.[4]

2.3   2.3   Usage Requirements. All reproductions and depictions of the IANA Intellectual Property shall be in strict use of the Licensed Marks shall be substantially in accordance with Licensor's mutually agreed-upon written style requirements concerning size, color, placement, and other parameters ("Style Requirements"). The current version of the Style Requirements is attached hereto as Exhibit B. Licensor shall C. All uses of the Licensed Marks by ICANN immediately prior to the Effective Date, and all uses substantially similar thereto, shall be deemed to comply with such Style Requirements. Licensor and Licensee shall each have the right to modify propose modifications to such Style Requirements in its sole discretion, subject to the other Party's prior written approval, not to be unreasonably withheld. upon [60 90 days] prior written notice to Licensee the other Party. In the event of such a change, Licensee shall be permitted to deplete its existing inventory of printed marketing material complying with one a[5] prior version of the Style Requirements for up to one year following the effectiveness effective date of such change. Thereafter, all such obsolete marketing materials shall be destroyed, other than copies kept for archival, informational, historical, record-keeping or legal purposes.

ARTICLE 3   ARTICLE 3   DOMAIN LICENSE

3.1   3.1   Grant of License. Licensor hereby grants Licensee, and Licensee hereby accepts, a worldwide, exclusive, royalty-free right and license (including a right of sublicense in accordance with Section 3.4 below) to use the IANA Domains and to create subdomains thereunder, subject to Section 3.3 below, solely in connection with the provision and marketing of: (a) the IANA Names Services, (b) the IANA Numbers Services, and (c) the IANA Protocol Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services set forth in clauses (a)-(c) above.

3.2   3.2   Technical Contact. Promptly following the Effective Date, Licensor will designate hereby designates Licensee as the technical contact for the IANA Domains (including all subdomains). Licensee acknowledges that if any of the licenses granted hereunder with respect to the IANA Services are terminated (e.g., IANA Names Services, IANA Numbers Services and

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[4] Note to Draft: This language was added to reflect the Proposed Principal Terms of the IANA Intellectual Property Agreements, Section 3(b).

[5] Note to Draft: Is the intent that generally such inventory may be used for one year following such a change? If so, then consider whether the above language should refer to compliance with *a* prior version of the Style Requirements. Otherwise, if the inventory may only be depleted after a change if it complies with the most recent prior version of the Style Requirements, then in the event there are multiple changes in a short time period, Licensee would not be allowed to deplete existing inventory for one year after a change.

IANA Protocol Services), then Licensor may designate one or more third parties as the technical contacts for one or more IANA Domains or subdomains.

3.3   3.3   Subdomains. All subdomains of the IANA Domains existing as of the Effective Date are approved for use by Licensee in connection with the licenses granted hereunder. Licensee shall submit all proposed new subdomains under the IANA Domains to Licensor for approval prior to their registration or use. Licensor shall use reasonable efforts to respond to such requests for, such approval in a timely manner.not to be unreasonably withheld or delayed. [6]

3.4   No Sublicensing. Licensee shall have no right to grant sublicenses of the rights granted hereunder without the express written approval of Licensor, which may granted or withheld in Licensor's sole discretion and may be conditioned on the execution of documentation that is acceptable to Licensor in its sole discretion.

3.4   Sublicensing. The licenses granted in Sections 2.1 and 3.1 above are sublicensable, subject to the prior written consent of Licensor, not to be unreasonably withheld or delayed, and provided that: (i) the sublicensee agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) Licensee shall be and remain liable for all actions of the sublicensee in relation to the sublicense, to the same extent as if the actions were those of Licensee. Licensor hereby consents to a sublicense of the licenses granted in Sections 2.1 and 3.1 above to PTI.[7]

ARTICLE 4   ARTICLE 4   OWNERSHIP

4.1   4.1   Goodwill. Licensee hereby acknowledges that Licensor 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 Licensee any ownership right in or to any such IANA Intellectual Property. Licensee hereby assigns to Licensor all business goodwill that arises from use of the IANA Intellectual Property.

4.2   4.2   Restrictions. Licensee agrees that it shall not, (a) without the prior written approval of the Licensor, not to be unreasonably withheld or delayed, register or reserve any name, mark, logo, word or design that contains, is relatedidentical to IANA Services, or is confusingly similar to, any IANA Intellectual Property, as a trademark, service mark, certification mark, trade name, or domain name or search term in any jurisdiction in the world, (b) challenge Licensor's

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[6] Note to Draft: All approvals should be done in conjunction with the CCG; to be set out in more detail in the Community Agreement.

[7] Note to Draft: Revised to reflect the Proposed Principal Terms of IANA Intellectual Property Agreements, which contemplates that the license for use of the IANA IPR will be from the IETF Trust to ICANN, with the right to sublicense to PTI. In addition, this approach would obviate the need for a separate subcontract agreement and reduce the potential for the introduction of ambiguity in meaning from having separate agreements cover the same core IP license rights.

ownership of or the validity of the Licensed ~~Mark~~Marks, any application for registration or registration thereof or any rights of Licensor therein; (c) do any act that is ~~likely~~intended 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~~is intended to devalue, injure, demean or dilute the goodwill or reputation of Licensor or the IANA Intellectual Property.

4.3   4.3   Policing and Enforcement. ~~Licensee shall immediately notify Licensor in writing~~ Licensor shall undertake all commercially reasonable efforts to police third party uses, applications and registrations that might constitute infringement or dilution of the IANA Intellectual Property. Each Party shall use reasonable efforts to notify the other Party and the CCG of any infringement or threatened infringement of the IANA Intellectual Property of which it becomes aware. Licensor shall, after consultation with the relevant ~~operational communities~~Operational Communities, have the ~~sole~~primary right but not the obligation to take any action to stop such infringement or otherwise enforce Licensor's rights, and Licensee shall, at its own expense, cooperate with Licensor in any such action. All decisions regarding enforcement shall be approved by the CCG or by the relevant CCG Representatives. [If Licensor initiates such an enforcement action hereunder, it shall ~~have the exclusive right to~~ employ counsel of its own selection and direct and control the litigation or any settlement thereof, subject in each case to the prior written approval of the CCG or relevant CCG Representatives, and shall be entitled to retain all amounts awarded as damages in connection therewith after the expenses of Licensee, PTI, CCG, the Operational Communities and Licensor are reimbursed on a pro rata basis.][8] In any such action, Licensee shall, at its own expense (subject to reimbursement out of damages awarded pursuant to the preceding sentence), have the right to non-controlling participation through counsel of its own selection. If Licensor elects not to enforce its rights or to take action to stop such infringement, then Licensee may, after consultation with the relevant Operational Communities, take any action to stop such infringement or otherwise enforce its and Licensor's rights. If Licensee initiates such an enforcement action hereunder, it shall employ counsel of its own selection and to direct and control the litigation or any settlement thereof, subject in each case to the prior written approval of the CCG or relevant CCG Representatives, and shall be entitled to retain all amounts awarded as damages in connection therewith after the expenses of Licensee, PTI, CCG, the Operational Communities and Licensor are reimbursed on a pro rata basis. In any such action, ~~Licensee~~Licensor shall, at its own expense (subject to reimbursement out of damages awarded pursuant to the preceding sentence), have the right to non-controlling participation through counsel of its own selection. At Licensee's request, Licensor shall assist reasonably in such enforcement action, and Licensee shall bear all costs and expenses of Licensor in providing such requested assistance. Licensor acknowledges that it may be a necessary party to

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[8] Note to Draft: We understand that the issue of who will pay for enforcement, defense, and maintenance of the IPR is under discussion, as well as how this will be tracked and reconciled. Also, to be discussed whether Licensor should have the right to retain the damages (after covering other expenses) or if Licensee should retain the damages. It does not seem consistent with the notion that the IETF Trust does not intend to be compensated here, if it can retain damages.

any action brought by Licensee arising from enforcement of such rights, and, if necessary, Licensor shall participate in such action.

4.4   Maintenance of IANA Intellectual Property. Licensor shall, at its sole cost and expense, maintain all registrations of the IANA Intellectual Property and apply for and secure any additional registrations reasonably requested by Licensee or by the CCG.

ARTICLE 5   ~~ARTICLE 5~~   INDEMNIFICATION

5.1   ~~5.1~~   By Licensee. Licensee will indemnify, defend and hold harmless Licensor and its Affiliates, and their respective employees, trustees, licensees, consultants, contractors and subcontractors ("Trust Indemnitees") from and against any and all third party claims, liabilities, actions, demands, losses, costs, expenses and damages ("Liability") arising directly or indirectly from ~~their~~Licensee's use of the IANA Intellectual Property, and the conduct of any business or other activity under, using or connected with the IANA Intellectual Property, following the Effective Date, other than claims that would give rise to an indemnification obligation by Licensor pursuant to Section 5.2 below.

5.2   By Licensor. Licensor will indemnify, defend and hold harmless Licensee and its Affiliates, and their respective employees, trustees, licensees, consultants, contractors and subcontractors ("Licensee Indemnitees") from and against any and all third party claims, liabilities, actions, demands, losses, costs, expenses and damages ("Liability") arising directly or indirectly from claims that Licensee's use of the IANA Intellectual Property consistent with this Agreement following the Effective Date infringes or dilutes the rights of any third party.

5.2bis   Indemnification Procedure.

        (a)   ~~a.~~   A ~~party~~Party seeking indemnification hereunder ("Indemnified Party") will give prompt written notice (an "Indemnification Notice") to the ~~party~~Party from which indemnification is sought ("Indemnifying Party") of the assertion of any third party claim, or the commencement of any third party suit, action or proceeding ("Third Party Claim") in respect of which indemnity may be sought under Section 5.1, and will provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have prejudiced the Indemnifying Party.

        (b)   ~~b.~~   The Indemnifying Party shall manage and control the defense of any ~~Claim asserted by any third party (~~"Third Party Claim~~")~~ as to which indemnification is sought hereunder at its sole expense using counsel of its selection, subject to the reasonable prior approval of the Indemnified Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim if the settlement does not release the Indemnified Party from all ~~liabilities and~~Liabilities obligations with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose at its own expense. Each ~~party~~Party shall cooperate in the

defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

ARTICLE 6 ~~ARTICLE 6~~ TERM AND TERMINATION

6.1 ~~6.1~~ Term. This Agreement shall remain in effect ~~from~~ the Effective Date until the third (3rd) anniversary thereof. This Agreement shall renew automatically thereafter for additional one-year renewal terms unless either party notifies the other of its desire not to so renew at least ninety days prior to the end of the then-current term. until it is terminated in accordance with the terms hereof (the "Term").

6.2 ~~6.2~~ Termination by Licensee. Licensee may terminate this Agreement or any license granted hereunder upon sixty (60) days prior written notice to Licensor.

6.3 ~~6.3~~ Termination ~~for Breach.~~ by Licensor.[9]

~~a. Licensor may terminate this Agreement in full if Licensee materially breaches any provision hereof. Licensor may also terminate any specific license granted under Article 2 or 3 hereof if Licensee materially breaches any provision hereof with respect to such specific license.~~

[9] Note to Draft: The language with respect to termination for breach does not reflect the Proposed Principal Terms of IANA Intellectual Property Agreements (specifically, Sections C(3)(g) and C(2)(d)) with respect to consultation and coordination with the Operational Communities. In addition, Section C(2)(d) of the Proposed Principal Terms of IANA Intellectual Property Agreements states that "The IETF Trust will terminate the license to ICANN or any successor, in whole, solely upon the instructions of the CCG or in part, solely upon the instructions of the relevant IANA IPR Rep(s)."

We suggest for consideration that specific performance should be the only available remedy for breaches (e.g., failure to comply with the style guidelines), and the only way the license would be terminable would be if there is a determination by the Operational Communities in accordance with their governance processes (e.g., the IRP process for the Names Community) that there must be a new service provider to replace ICANN and PTI. In that case, Licensor would enter into a license with the new service provider, and the licenses hereunder would terminate automatically upon the effectiveness of such new license agreement. We don't believe the intent is for the IETF Trust to have the right or discretion, independent of the Operational Communities, to terminate the license grants, and this Agreement should more clearly reflect that limitation.

For other breaches of this Agreement, for example, noncompliance with the Style Requirements, we believe specific performance should provide an adequate remedy (i.e. fixing the problem), and termination would not be necessary.

(a)   In the event that Licensor believes Licensee has materially breached this Agreement, Licensor shall consult with the relevant Operational Community(ies) (through its or their CCG co-chairs) regarding an appropriate course of action, including potential termination of this Agreement. Subject in each instance to the prior written approval of the relevant Operational Community(ies), Licensor shall provide written notification of such breach to Licensee.

(b)   ~~b.~~   Following Licensor's notification to Licensee of such breach, Licensee shall have a period of sixty (60) days to cure such breach or, if such breach cannot reasonably be cured within sixty (60) days, within a reasonable period for such cure to be agreed between Licensor and Licensee.

(c)   ~~c.~~   If such breach is not cured to Licensor's reasonable satisfaction within such period, then a ~~thirty~~ninety (~~30~~90) day executive consultation period ("Consultation Period") shall immediately begin. During such period, the chief executive officer or another senior officer of Licensee, CCG Representatives for the relevant Operational Communities and the Chair of the Licensor shall meet in person ~~in Washington, DC~~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 ~~be entitled to be represented by counsel at such consultations and shall~~ bear its own expenses in connection with such consultations. ~~Licensor shall be entitled to involve representatives of the relevant operational communities in such consultations as well.~~

(d)   ~~d.~~   If, by the end of the Consultation Period, the ~~parties~~Parties have not reached an amicable solution and Licensee has not cured such breach to Licensor's reasonable satisfaction, then the parties ~~shall submit~~the Parties 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 ~~ten~~thirty (30) days following the ~~end of the Consultation Period,~~submission to the AAA, a mediator selected by the AAA. CCG Representatives from the relevant Operational Community will also participate in the mediation. The mediation shall take place in ~~Washington DC~~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. Each party shall be entitled to be represented by counsel at such mediation and shall bear its own expenses in connection with such mediation. Licensor shall be entitled to involve representatives of the relevant operational communities in such mediation, as well. Each party shall bear its own costs and expenses, and the costs and expenses of the mediation shall be divided evenly between the parties. The results of the mediation shall be non-binding, but the parties shall work in good faith to reach an agreement to resolve the issues.

(e)   ~~e.~~   If the parties fail to reach agreement within ten (10) days following the end of such mediation and Licensee has not cured such breach to Licensor's reasonable satisfaction, Licensor ~~shall be entitled to terminate~~may request that the relevant ~~licenses or this Agreement in full, upon written notice to Licensee.~~Operational Community or Communities begin the process to engage a new IANA service provider. If the Community or Communities agree with such request by Licensor, the Community or Communities will start that Community's procedure to engage a new IANA service provider (in the case of naming, such procedure to be

consistent with the requirements of the ICANN bylaws and all agreements between ICANN and PTI) and this Agreement shall terminate as set forth in Section 6.4. If a Community or Communities disagree with the Licensor's request, the Community or Communities and Licensor will confer to reach a mutually acceptable resolution. Licensor may not terminate this Agreement until such mutually acceptable resolution is achieved and termination may only occur as agreed in such resolution.

6.4   6.4   Termination for Change of Service Provider. Licensee acknowledges that the licenses granted hereunder are necessary for provision of the IANA Services, and that Licensee is required to perform the IANA Services under a number of separate agreements with parties other than Licensorthe Operational Communities. Accordingly, in the event that Licensor is notified by an Operational Community that Licensee has been terminated as the provider of IANA Services for such Community, Licensor shall have the right to terminate this Agreement or the relevant license(s) immediately uponby written notice to Licensee. and such termination shall be effective upon the effective date of a license agreement between Licensor and the replacement IANA services provider. For the avoidance of doubt, Licensor is not entitled to terminate the agreement in the event of an insolvency or bankruptcy event by Licensee or any sublicensee.[10]

6.5   6.5   Effects of Termination.

        (a)   a.   Termination of this Agreement or any license hereunder shall be without prejudice to any right to sue for damages for any antecedent breach of this Agreement.

        (b)   b.   Immediately upon the termination of this Agreement or any trademark license hereunder, Licensee shall remove any and all licensed trademarksLicensed Trademarks from all displays, materials, web sites and other visible locations, and cease to use such trademarksLicensed Trademarks in any business or other activity, subject to any transition period agreed among Licensor, the Operational Communities, and Licensee.

        (c)   c.   Immediately upon the termination of this Agreement or any domain name license hereunder, Licensee shall, at its expense, transfer technical control over the relevant domain name(s) and subdomain(s) to Licensor or to its successor licensee(s) for the terminated services, subject to any transition period agreed among Licensor, the Operational Communities, and Licensee.

        (d)   d.   The provisions of Articles 4, 5, 6, 7 and 8 of this Agreement shall survive any termination hereof in accordance with their terms.

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[10] Note to Draft: Same comment as noted at the top of Section 6.3.

ARTICLE 7   ~~ARTICLE 7~~   NO WARRANTY

Licensor makes no warranty or representation whatsoever, express or implied, regarding the validity or enforceability of the IANA Intellectual Property. Except as expressly set forth herein, Licensor undertakes no obligation to Licensee hereunder to ~~maintain, police or~~ enforce the IANA Intellectual Property against any third party.

ARTICLE 8   ~~ARTICLE 8~~   GENERAL PROVISIONS

8.1   ~~8.1~~   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. Except to the extent provided in Section 6.3 above, the ~~parties~~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.

8.2   ~~8.2~~   Notices. Any notice or report required or permitted to be given or made under this Agreement by a ~~party~~Party hereto to any other ~~party~~Party shall be given by registered mail or overnight courier (return receipt requested), to the ~~parties~~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:

[PTI]

[insert address]

IETF TRUST

[insert address]

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

8.3   ~~8.3~~   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~~Parties hereto agree that this Agreement shall endure except for the Severed Clause. The ~~parties~~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.

8.4   8.4   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.

8.5   8.5   Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the ~~parties~~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~~Parties hereto.

8.6   8.6   Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the ~~parties~~Parties hereto. This Agreement, in whole or in part, shall not be assignable by any ~~party~~Party hereto to any third party without the prior written consent of the other.

8.7   8.7   Non-Waiver. The failure of a ~~party~~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 waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

8.8   8.8   Independent Contractors. The ~~parties~~Parties hereto are independent contractors. No ~~party~~Party is, or will be deemed to be, the partner or legal representative or agent of any other ~~party~~Party, nor shall any ~~party~~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.

~~8.9   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.~~

8.9   8.10   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.

8.10   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~~Parties have caused this Agreement to be executed by their duly authorized representatives:

~~[PTI]~~

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

EXHIBIT A

IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

[describe]

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~~Licensor 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.

EXHIBIT B

LICENSED INTELLECTUAL PROPERTY

LICENSED MARKS

INTERNET ASSIGNED NUMBERS AUTHORITY [registration number/jurisdiction]

IANA [registration number/jurisdiction]

IANA Logo [registration number/jurisdiction]

LICENSED DOMAINS

iana.org

iana.net

iana.com

EXHIBIT ~~B~~C

IETF TRUST STYLE REQUIREMENTS

[INSERT VISUAL SIZE, COLOR, FONT, SPACING, RESOLUTION, ETC. REQUIREMENTS]

<u>Additional Restrictions</u>

1. The mark shall not be combined <u>to form a composite mark</u> with any other trademark, service mark, certification mark, geographical indication, design or logo that is not licensed hereunder.

2. The mark shall not be altered, modified, shortened, expanded, abbreviated, changed or distorted in any manner.

3. The mark shall not be used in connection with any images, text or other content that is disparaging, defamatory, libelous, obscene, <u>or</u> scandalous~~, profane, or unwholesome~~.

4. The mark shall not be used in any manner to criticize, disparage or demean Licensor or its Affiliates, or their respective trustees, employees or contractors.

5. ~~The mark shall not be used to describe products or services in a generic or descriptive manner. For example, services should always be referred to as "IANA Services", not as "IANA".~~

5. <u>[11]</u>

6. All uses of the marks must be accompanied by the symbol ® in jurisdictions where a trademark registration exists, and by the symbol TM in jurisdictions in where a trademark registration does not yet exist. <u>Notwithstanding the foregoing, if the mark is used more than once, the ® or TM will be used only in the first or most prominent use of the mark.</u>

7. ~~Each page on which a mark is used, including web pages, marketing collateral, press releases and the like, shall include in legible type no smaller than the principal text of the page the following legend: "[mark] is a trademark of the IETF Trust".~~

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[11] <u>Note to Draft: We think this requirement is vague.</u>

7.   ¹²

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¹² Note to Draft: Has this been agreed to?

Summary report: Litéra® Change-Pro TDC 7.5.0.176 Document comparison done on 7/25/2016 4:24:32 PM	
Style name: Sidley Default	
Intelligent Table Comparison: Active	
Original DMS: iw://SIDLEYDMS/ACTIVE/215885477/1	
Description: License-Agreement-IANA-IPR-2016-07-05	
Modified DMS: iw://SIDLEYDMS/ACTIVE/215885477/7	
Description: License-Agreement-IANA-IPR, Sidley Comments 7-25-16	
Changes:	
Add	332
Delete	172
Move From	30
Move To	30
Table Insert	0
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:	564