

## SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is dated as of [●] 2016 and is entered into by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“**ICANN**”) and [PTI], a California nonprofit public benefit corporation (the “**PTI**”), and shall be effective as of the last date on which each of the conditions set forth in Section 1 have been satisfied (the “**Effective Date**”). ICANN and PTI may each be referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, on 14 March 2014, the National Telecommunications and Information Administration (“**NTIA**”) announced the transition of NTIA’s stewardship role of key Internet domain name functions to the global multi-stakeholder community (the “**IANA Stewardship Transition**”);

WHEREAS, following the IANA Stewardship Transition, PTI will perform the IANA functions on behalf of ICANN; and

WHEREAS, ICANN and PTI desire to enter into this Agreement pursuant to which ICANN will provide the services set forth herein to facilitate PTI’s performance of the IANA functions.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE I: CONDITION PRECEDENT**

#### Section 1.1 Condition Precedent

This Agreement shall be effective as of the last date on which the following conditions have been satisfied: (i) ICANN is released from its obligations to coordinate root zone management as currently performed by the National Telecommunications and Information Administration, United States Department of Commerce (“**DOC**”), as may be added to or modified by the DOC and ICANN, pursuant to its contract with the DOC, effective as of 01 October 2012 (including any extension thereof) and (ii) ICANN has accepted the responsibility to perform any of the IANA functions.

### **ARTICLE II: REPRESENTATIONS AND WARRANTIES**

Section 2.1 ICANN’s Warranties. ICANN represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement, and (ii) the execution, delivery and performance of this Agreement by ICANN has been duly authorized by all necessary corporate action.

Section 2.2 PTI Warranties. PTI represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement; and (ii) the

execution, delivery and performance of this Agreement by PTI has been duly authorized by all necessary corporate action.

**ARTICLE III: SERVICES**

- Section 3.1 Services.
- Section 3.2 Additional Services.
- Section 3.3 Performance Standards.
- Section 3.4 Review of Services.
- Section 3.5 Termination of a Service.
- Section 3.6 Disclaimer of Warranties.
- Section 3.7 Limitation of Liability.

**ARTICLE IV: PREMISES**

- Section 4.1 Sublease.
- Section 4.2 Parking Spaces.
- Section 4.3 Vacating of Premises.

**ARTICLE V: FEES AND EXPENSES**

- Section 5.1 Fees.
- Section 5.2 Employee Expenses.
- Section 5.3 No Profit or Loss.
- Section 5.4 Maintenance of Books.

**ARTICLE VI:**

**ARTICLE VII: PERSONNEL MATTERS<sup>1</sup>**

- Section 7.1 Personnel.
- Section 7.2 Employee Benefit Plans.

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<sup>1</sup> Note to draft: Entire section pending review by labor and employment counsel.

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Section 7.3 Insurance, Health and Welfare Plans.

**ARTICLE VIII: TAX**

Section 8.1 Arm's Length Pricing.

Section 8.2 [To come].

**ARTICLE IX: RECORDS AND INFORMATION**

Section 9.1 Ownership and Custody of Records.

Section 9.2 Assistance.

**ARTICLE X: TERM; RENEWAL; TRANSITION AND TERMINATION**

Section 10.1 Term.

Section 10.2 Termination.

Section 10.3 Survival.

**ARTICLE XI: MISCELLANEOUS**

Section 11.1 Notices.

Section 11.2 Amendments and Waiver.

Section 11.3 Severability.

Section 11.4 Assignment and Subcontracting.

Section 11.5 Governing Law.

Section 11.6 Third-Party Beneficiaries.

Section 11.7 Force Majeure.

Section 11.8 English Version.

Section 11.9 Savings Clause.

Section 11.10 Cumulative Remedies.

Section 11.11 Counterparts.

Section 11.12 Headings.

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Section 11.13 Entire Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS [PTI]**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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**Schedule A**

**Schedule of Services**

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Schedule B

Premises