IANA IPR COMMUNITY AGREEMENT

This IANA IPR 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

[the Internet Corporation for Assigned Names and Numbers, on behalf of the names community][1] ("Names Community"),

AFRINIC Ltd ("AFRINIC"), APNIC Pty Ltd, ("APNIC"), American Registry for Internet Numbers, Ltd ("ARIN"), Latin American and Caribbean Internet Addresses Registry ("LACNIC"), Réseaux IP Européens Network Coordination Centre ("RIPE NCC") (collectively, the "Number Resource Organization" ("NRO") or the "Numbers Community") and

the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation ("Protocol Parameter Community")

(the Names Community, Numbers Community, and Protocol Parameter Community are each an "Operational Community" and collectively the "Operational Communities").

ARTICLE 1   DEFINITIONS

1.1.   AAA: the American Arbitration Association.

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

1.3.   CCG: IANA Community Coordination Group.

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

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

1.6.   Encumbrance: Any lien, claim, easement, attachment, option, right to acquire an interest, lease, license, sublease, covenant, charge, security interest, mortgage, pledge, restriction on use, conditional sale or other encumbrance of any kind or nature whatsoever.

1.7.   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. Without limiting the foregoing, as of the Effective Date the registered

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[1] CWG-Stewardship is considering the appropriate entity to be the signatory to the Community Agreement on behalf of the Names Community. At the request of the CWG-Stewardship, ICANN has indicated that it could serve as the counterparty to the Community Agreement on behalf of the Names Community and ICANN has been included in this draft. ICANN (or another counterparty) would be subject to process and criteria as determined by CWG-Stewardship.

trademarks and domain names set forth in Exhibit C are included in the IANA Intellectual Property, as the same may be amended from time to time.

1.8.   IANA Names Services: Those services so designated in Exhibit A.

1.9.   IANA Numbers Services: Those services so designated in Exhibit A.

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

1.11.   IANA Protocol Parameter Services: Those services so designated in Exhibit A.

1.12.   IANA Services: The IANA Names Service, IANA Numbers Service, and IANA Protocol Parameter Service, individually or collectively as the context may require.

1.13.   IANA Trademarks: Those registered and unregistered trademarks, service marks and logos included in the IANA Intellectual Property.

1.14.   ICANN: the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation.

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

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

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

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

1.19.   Number Resource Organization or NRO: Has the meaning set forth in the Preamble.

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

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

1.22.   Party: Means the IETF Trust or an Operational Community.

1.23.   Protocol Parameter Community: Has the meaning set forth in the Preamble.

1.24.   PTI: Public Technical Identifiers, a California nonprofit public benefit corporation.

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

ARTICLE 2   COMMUNITY COORDINATION GROUP

2.1   Formation and Purpose of CCG. The CCG is hereby formed, and shall operate in accordance with the terms set forth below, to provide guidance, advice, and if expressly specified in

this Agreement, approvals, to the IETF Trust regarding the stewardship of the IANA Intellectual Property.

2.2   Composition of CCG. The CCG shall be comprised of nine (9) individuals, three (3) appointed by each of the Operational Communities (such nine (9) individuals, the "CCG Representatives"). 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. An Operational Community may remove or replace its CCG Representatives at any time and in its 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.

2.3   CCG Co-Chairs.

  a. Each Operational Community shall appoint one of its CCG Representatives as a co-chair of the CCG. An Operational Community shall have the right to change its CCG co-chair upon written notice to the other Operational Communities and the IETF Trust. An Operational Community may remove or replace its CCG co-chair at any time and in its sole discretion.

  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 the CCG 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 the co-chairs collectively on behalf of the CCG. Any such communication shall be sent to the CCG Representatives contemporaneously with being sent to the IETF Trust.

  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. Any such communication shall be sent to the CCG Representatives contemporaneously with being sent to the IETF Trust.

  e. If the IETF Trust is required under this Agreement, or otherwise elects, to consult with and seek the advice of the CCG with respect to the matters set forth in this Agreement, the IETF Trust will consider in good faith the advice and recommendations provided by the CCG. There is a rebuttable presumption that the IETF Trust will accept the advice and recommendations of the CCG. If the IETF Trust, in its reasonable discretion, determines that it is not advisable to accept such advice or recommendation, it will meet and confer with the CCG to explain the IETF Trust's rationale for desiring to elect a different course of action, and the CCG and the IETF Trust shall in good faith use reasonable best efforts to come to consensus on a resolution. If the IETF Trust and the CCG are not successful in achieving consensus with respect to the handling of the advice and recommendations

of the CCG, the IETF Trust is entitled, without breaching this Agreement, to adopt or implement a position different from such CCG advice or recommendation. To be clear, this Section 2.3(e) does not supersede the IETF Trust's obligations to the CCG and the Operational Communities under Section 3.2(d), 3.2(e) or Section 3.2(g).

2.4   CCG Operational Procedures. The CCG shall adopt, by consensus, its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, actions taken by the CCG co-chairs (individually or collectively), 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   STEWARDSHIP OF IANA INTELLECTUAL PROPERTY

3.1   General.

a.   It is acknowledged that the IETF Trust, as owner of the IANA Intellectual Property, has the legal right and obligation to maintain, police, license and enforce the IANA Intellectual Property.

b.   The IETF Trust recognizes the primary interest and concern of the Operational Communities in ensuring reliable and robust IANA Services. Accordingly, to the fullest extent permitted by applicable law, the IETF Trust hereby delegates to each Operational Community the IETF Trust's authority, as the record-owner of the IANA Trademarks, to determine whether the IANA Services provided under the IANA Trademarks are consistent with the standards set forth by such Operational Community (determined directly or indirectly through the applicable service arrangement between the IANA Provider and such Operational Community, or through a specified process of community engagement, feedback, contract and dispute resolution).

c.   The IETF Trust agrees, as set forth below, to seek the advice and counsel, and if expressly specified in this Agreement, the approval, of the CCG or the relevant CCG Representatives, as applicable, with respect to those matters concerning the IANA Intellectual Property that are enumerated below.

3.2   Licenses to IANA Operators.

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 as described below ("IANA Operators") for use in connection with performing IANA Services under one or more written license agreements ("License Agreements").

b.   The IETF Trust acknowledges that the initial IANA Operator selected by the Operational Communities for each IANA Service is ICANN, which in turn has entered into an agreement with PTI to perform the IANA Services.

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

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

The IETF Trust acknowledges that each Operational Community may develop specific requirements relating to its designated IANA Service.

d.   The CCG co-chair representing an Operational Community shall have the right to notify the IETF Trust that the then-current IANA Operator has failed to comply with the relevant service requirements with respect to such Operational Community's designated IANA Service, and that the relevant service arrangement between such Operational Community and the IANA Operator has been or will be terminated. In conjunction with such termination, the IETF Trust shall thereafter terminate the associated License Agreement with such IANA Operator with respect to such IANA Services in accordance with the IETF Trust's termination rights under the applicable License Agreement.

e.   Operational Community IANA Operator Request.

(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 and based to the greatest extent possible on the Initial License Agreement(s) (or the License Agreement in use immediately prior to such negotiation, if different). The IETF Trust shall consult with the relevant CCG Representatives regarding the terms under negotiation with such prospective IANA Operator and shall act in a manner consistent with the advice of the relevant CCG Representatives. The IETF Trust shall provide the proposed License Agreement to the 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 non-binding mediation pursuant to the rules of the AAA (or other mutually agreed mediation body with expertise in California law) for a period not to exceed ninety (90) days in order to attempt to come to agreement upon the terms of a License Agreement. Such mediation shall be conducted by teleconference and in-person meetings, and any live meetings shall be held in Washington, DC or another location mutually agreed by IETF Trust, the prospective IANA Operator and the relevant Operational Community. The expenses of the mediator and AAA shall be divided evenly among the IETF Trust, the prospective IANA Operator and the relevant Operational Community. If, following such mediation, the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement, the IETF Trust shall so notify the requesting Operational Community, stating the reasons therefore 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 in its reasonable discretion. In addition, the IETF Trust agrees that it will not enter into or amend a License Agreement or other arrangement with an IANA Operator containing terms relating to the provision of IANA Services without the support and agreement of each of the CCG Representatives of the affected Operational Communities (as communicated through the applicable CCG co-chairs from such affected Operational Communities).

(ii) The IETF Trust and each Operational Community hereby acknowledge that the License Agreement that the IETF Trust has executed with the initial IANA Operator as of the Effective Date, attached hereto as Exhibit D-1, D-2 or D-3, respectively (the "Initial License Agreements") is acceptable to it.

f.   Each of the Operational Communities may 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.

g.   In the event that the IETF Trust believes that an IANA Operator has materially breached its License Agreement with respect to the IANA Intellectual Property, 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. However, the IETF Trust is not entitled to, and shall not, terminate a License Agreement except pursuant to the terms and conditions of that License Agreement.

3.3   Maintenance of IANA Intellectual Property. The IETF Trust agrees that it shall hold, prosecute applications for, maintain, and renew registrations on the IANA Intellectual Property in accordance with best practices in the intellectual property management field, and specifically agrees that it shall prosecute, maintain and renew existing applications and registrations for IANA Intellectual Property that are in process or existence as of the Effective Date. The IETF Trust further 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 requested by the CCG, provided that if such additional registrations will require the expenditure of significant funds, the CCG shall also arrange for the funding of such additional registrations in connection with making such request. 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 B.

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 that might constitute infringement, misappropriation or dilution of the IANA Intellectual Property in accordance with its current practices and in a manner consistent with practices in the intellectual property management field utilized for intellectual property of similar kind and value. Each Party shall notify the other Parties of any suspected or threatened third party infringement, misappropriation or dilution of the IANA Intellectual Property that comes to its attention. It is acknowledged by the Parties that, as between the CCG and the Operational Communities, on the one hand, and the IETF Trust, on the other hand, the IETF Trust has the legal right to enforce the IANA Intellectual Property against

third parties, and shall at all times act consistently with its obligations under this Agreement in doing so. The IETF Trust will consult with and seek the advice and recommendations of 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 determines that such enforcement is warranted in its reasonable discretion. The allocation of any damage awards or other recoveries resulting from such enforcement actions shall be as set forth in the applicable License Agreement.

ARTICLE 4   OWNERSHIP

4.1   Acknowledgement. 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 any Operational Community any ownership or license right in or to any such IANA Intellectual Property.

4.2   Encumbrances and Transfer. Except as contemplated by this Agreement and the License Agreements, 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 without the prior written approval of the CCG, which shall not be unreasonably withheld.

4.3   Restrictions. Each Operational Community agrees that it shall not (a) register or reserve any name, mark, logo, word or design that is 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) challenge the IETF Trust's ownership of or the validity of the IANA Intellectual Property, any application for registration or registration thereof or any rights of the IETF Trust therein; (c) 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.

4.4   Covenant. Upon the request of any Operational Community or the CCG, the IETF Trust agrees that it will act expeditiously and in good faith to seek from the IETF approval of an amendment to the governing documents of the IETF Trust to permit transfer of the IANA Intellectual Property, only, to a third party in the event of (a) a material breach (e.g. a breach of Section 3.2(g), or two or more failures in breach of this Agreement to consider in good faith the advice and counsel of the CCG on applicable matters) of this Agreement that remains uncured after a reasonable dispute resolution process has been completed, or (b) the dissolution or liquidation of the IETF Trust, a petition for bankruptcy filed by the IETF Trust, or the entry of a judgment declaring bankruptcy against the IETF Trust (but excluding the filing of a petition in bankruptcy by a creditor or other third party which has not resulted in a judicial determination of bankruptcy or any statutory insolvency that has not been subject to a judicial proceeding in bankruptcy). The Operational Communities acknowledge that the IETF Trust cannot guarantee that it will obtain approval from the IETF for such amendment. However, if such approval is obtained, the IETF Trust and the Operational Communities will negotiate promptly and in good faith an amendment to this Agreement to give effect to this Section 4.4 and the terms of such IETF approval. The Parties acknowledge that terms that could be appropriate to include in an amendment of this Section 4.4 would include guidance relating to the future stewardship of the IANA Intellectual Property,

including the principles of holding the IANA Intellectual Property for the benefit of the Operational Communities and supporting the Operational Communities' ongoing primary interest and concern in ensuring the reliable and robust IANA Services.

ARTICLE 5   TERM AND TERMINATION

5.1   Term. This Agreement shall remain in effect from the Effective Date until terminated by mutual agreement of the IETF Trust and all Operational Communities that are parties to this Agreement at such time, or until such time as the IETF Trust no longer owns the IANA Intellectual Property.

5.2   Withdrawal of an Operational Community. In addition to termination of this Agreement as a whole, an Operational Community may, upon sixty (60) days prior written notice to the other Parties, withdraw from this Agreement and thereby terminate this Agreement with respect to itself only. This Agreement shall be modified to reflect the withdrawal of such withdrawing Operational Community, including, if applicable, by reducing the size of the CCG correspondingly, for example, from nine (9) to six (6) members or by reflecting the replacement or substitute of a new entity or organization as the signing Party representing the affected Names Community, Number Community or Protocol Parameter Community, as the case may be.

5.3   Effects of Termination. The provisions of Articles 4, 6 and 7 of this Agreement shall survive any termination hereof in accordance with their terms.

ARTICLE 6   LIABILITY

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   Limitation of Damages. Each 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).

6.3   Specific Performance. Each Party recognizes that monetary damages are likely to be an inadequate remedy for breaches under this Agreement, and that any Party is entitled to seek (without posting a bond or other collateral) remedies of specific performance or equitable relief, including, in respect of a material breach by the IETF Trust, the judicially imposed remedy of divestment of ownership of the IANA Intellectual Property.

6.4.   No Liability for Operator Actions. No Party shall be liable hereunder for any action (including any action prohibited under Section 4.3) that is taken by an IANA Operator independently of such Party.

6.5   Joint and Several Liability of the NRO. An obligation or a liability assumed by the NRO in this Agreement binds each NRO member jointly, and each of them severally. The NRO can only

exercise its rights and/or powers under this Agreement by acting collectively and unanimously. A right conferred on the NRO in this Agreement benefits the NRO jointly, and each member of the NRO individually.

ARTICLE 7   GENERAL PROVISIONS

7.1   Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflicts of law provisions.

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   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 is intended to 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   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   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   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 Parties.

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 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   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 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   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.

7.10   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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

[Names Community]

By: _____

Name: _____

Title: _____

[Numbers Community][To be revised to add signature blocks for all members of the NRO]

By: _____

Name: _____

Title: _____

[Protocol Parameter Community]

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

EXHIBIT A

IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

The IANA Names Service consists of (a) management of the DNS Root Zone; (b) management of the .INT top-level domain; (c) maintenance of a repository of internationalized domain name tables and label generation rule sets; and (d) provision of other services related to the management of .INT top-level domains.

IANA NUMBERS SERVICE

The IANA Numbers Service consists of administration of the IANA Number Registries in accordance with Global Policies and any applicable and mutually acceptable and agreed upon guidelines and procedures, including allocation of Internet Number Resources to RIRs, the management of returned Internet Number Resources, general IANA Number Registries maintenance, and the administration of the unicast portion of the special- purpose "IN-ADDR.ARPA" and "IP6.ARPA" DNS zones, as extensively defined in the Service Level Agreement for the IANA Numbering Services.

IANA PROTOCOL PARAMETER SERVICE

The IANA Protocol Parameter Service consist of (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) registering protocol parameters of interest to the Internet community upon agreement with other parties, provided such protocol parameters do not conflict with those specified under the terms of clause (i), (iii) 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

DOMAIN NAME REGISTRAR REQUIREMENTS

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.

EXHIBIT C

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
	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 guidelines for global computer information networks; creation of and establishing provisions for and development and	77310518 Oct 22, 2007	3536171 Nov 25, 2008

MARK	GOODS AND SERVICES	APP. NO. & DATE	REG. NO. & DATE
	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

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e-iana.org
eiana.org
iana-servers.com
iana-servers.net
iana-servers.org
iana.com
iana.jobs
iana.net
iana.org
internetassignednumbersauthority.com
internetassignednumbersauthority.net
            internetassignednumbersauthority.org
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EXHIBIT D-1 [D-2, D-3 to be added]

FORM OF INITIAL IANA IPR LICENSE AGREEMENT