EXHIBIT B

.NET REGISTRY-REGISTRAR AGREEMENT: SUMMARY OF CHANGES

Section	Revised Language	Explanation
Title	.NET Registry-Registrar Agreement (~~5 July 2012~~)	Placeholder for new date
Preamble	This Registry-Registrar Agreement (the "Agreement") is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 12061 Bluemont Way, Reston, VA 20190, and its wholly owned subsidiaries, including VeriSign ~~Information Services, Inc. ("VIS") and VeriSign~~ Naming and Directory Services LLC ("VNDS LLC") (collectively, "Verisign"), and _____, a _____, with its principal place of business located at _____("Registrar"), through their authorized representatives, and takes effect on the date executed by the final Party (the "Effective Date"). Verisign and Registrar may be referred to individually as a "Party" and collectively as the "Parties."	Modification to reflect the 2013 merger of VeriSign Information Services, Inc. into VeriSign, Inc. as the successor in interest
Section 1.2 [NEW]	"Data Processing Addendum" or "DPA" means the Data Processing Addendum, a copy of which is attached as Exhibit C to this Agreement, as such addendum may be updated by Verisign from time to time in accordance with this Agreement.	Definition added to reflect the inclusion of a new Data Processing Addendum as Exhibit C
Section 1.8 [formerly Section 1.7] [NEW]	"Personal Data" refers to any ~~data about any~~ information related to an identified or identifiable natural person.	Definition modified to reflect the definition of "Personal Data" in the Temporary Specification
Section 1.9	"Processing", "Processed" or "Process", when capitalized herein, means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, transfer, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.	Definition added to reflect definition of "Processing" in the GDPR/Temporary Specification

Section 1.11	"Registered Name Holder(s)" means the holder(s) of a Registered Name.	Definition added to define a previously referenced (but undefined) term
Section 1.12 [NEW]	"Registrar Accreditation Agreement" means that certain Registrar Accreditation Agreement between Registrar and ICANN pursuant to which ICANN has accredited Registrar to act as a registrar for one or more TLDs.	Definition added to define a previously referenced (but undefined) term
Section 1.14 [NEW]	"Shared Personal Data" has the meaning given to it in the Data Processing Addendum.	Definition added to the DPA to address the distinction between Personal Data provided to Verisign and Personal Data maintained solely by the Registrar
Section 1.16 [formerly Section 1.11]	The "System" refers to the ~~multiple~~ shared registration ~~registrar~~ system operated by Verisign for registration of Registered Names in the Registry TLD.	Definition updated to eliminate outmoded terminology for Verisign's Shared Registration System (or "SRS")
Section 2.5 [NEW]	**Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required: (a) or permitted by Verisign's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time; and (b) by technical specifications of the System that are made available to Registrar from time to time. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Verisign in a timely manner.	Section updated to clarify the scope of data submission requirements and achieve consistency with the Registrar License Grant in Section 2.6
Section 2.6 [NEW]	**License**. Registrar grants Verisign ~~as Registry~~ a non-exclusive, royalty-free, nontransferable worldwide limited license to the data elements ~~consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering registrar, and other data~~ required or permitted by technical specifications of the Registry System as made available to Registrar by Verisign from time to time: (a) for propagation of and the provision of authorized access to the TLD zone files ~~or~~, (b) as otherwise required or permitted by Verisign's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time	Section updated to clarify the scope of Registrar's license to Verisign extends to the data submitted to Verisign for the purposes set forth in the Data Processing Addendum

	to time, and (c) for the purposes set forth in the Data Processing Addendum.	
Section 2.7(a)	**Registrar's Registration Agreement and Domain Name Dispute Policy**. (a) Registrar shall have in effect ~~an~~ a valid and enforceable electronic or paper registration agreement with the Registered Name Holder which may be amended from time to time by Registrar, provided a copy is made available to Verisign. Registrar shall provide a copy of Registrar's registration agreement upon request for same by Verisign. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Verisign under this Agreement. Registrar shall employ in its domain name registration business the Uniform Domain Name Dispute Resolution Policy and the Inter-Registrar Transfer Policy, each as adopted by the ICANN Board on 26 August 1999 and 7 November 2008 and as each may be amended from time to time. ~~In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:~~	Section modified to clarify that the Registrar's registration agreement with the Registered Name Holder must be valid and enforceable
Section 2.7(b)(i)	(b) Registrar's registration agreement with each Registered Name Holder shall also include the following: (i) a provision prohibiting the Registered Name Holder from distributing malware, abusively operating botnets, phishing, pharming, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law and providing (consistent with applicable law and any related procedures) consequences for such activities, including suspension or deletion of the registration of the Registered Name;	Subsection added to address concerns raised by the ICANN community with respect to the identified issue
Section 2.7(b)(ii)	(ii) a provision that requires the Registered Name Holder to acknowledge and agree that Verisign reserves the right to deny, cancel, redirect or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the	Subsection modified to provide Verisign with the necessary flexibility to comply with the law and address security and stability threats

		Internet (e.g., RFCs), (2) to correct mistakes made by Verisign or any Registrar in connection with a domain name registration, ~~or~~ (3) for the non-payment of fees to Verisign~~, ; and~~ (4) to protect against imminent and substantial threats to the security and stability of the Registry TLD, Registry System, Verisign's nameserver operations or the DNS, (5) to comply with applicable law, government rules or regulations or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction, (6) to stop or prevent any violations of any terms and conditions of this Agreement or Verisign's Registry Agreement with ICANN, and/or (7) to protect the rights of Verisign and/or avoid any potential or actual liability, civil or criminal, on the part of Verisign or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and shareholders;	
Section 2.7(b)(iii)	(iii)	a provision that requires the Registered Name Holder to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the Uniform Domain Name Dispute Resolution Policy;	Subsection added to require mandatory Registered Name Holder compliance with UDRP
Section 2.7(b)(iv)	(iv)	a provision requiring the Registered Name Holder to indemnify, defend and hold harmless Verisign and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration and use thereof. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement; and	Subsection modified to clarify the scope of a Registered Name Holder's indemnification obligations

Section 2.7(b)(v) [NEW]	(v) clear and conspicuous language providing sufficient notice to the Registered Name Holder of Registrar's and Verisign's Processing of Shared Personal Data in a manner that meets all of ICANN's requirements in the Registrar Accreditation Agreement, as modified by any consensus policies or temporary policies adopted by ICANN, and provides such other information required to be disclosed to the Registered Name Holder under applicable law.	Subsection added to require sufficient notice to Registered Name Holders regarding the Processing of the Registered Name Holder's Shared Personal Data by the Registrar and Verisign
Section 2.8	**Secure Connection**. (a) Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Verisign, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. (b) Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every EPP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way. (c) Upon prior written notification to Registrar, Verisign may require other industry standard security provisions, practices or technology to ensure that the Registry System	Section modified to add subsections

	is secure and stable, which Verisign may adopt from time to time in its sole and complete discretion.	
Section 2.8.1 [NEW]	**Handling of Personal Data**. The Parties shall comply with the Data Processing Addendum with respect to the Processing of any Shared Personal Data~~Verisign shall notify Registrar of the purposes for which Personal Data submitted to Verisign by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data; Verisign shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Verisign shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Verisign may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.~~	Section modified to reflect the addition of the Data Processing Addendum to the Agreement as required by the Temporary Specification
Section 2.8.2	**Authorization Codes**. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different ~~registrants~~ Registered Name Holders with the same Registrar. Verisign in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e., EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Verisign. The Registrar shall provide the Registered Name Holder with timely access to the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code along with the ability to modify the authorization code within five (5) calendar days.	Section modified to correct use of defined term
Section 2.9	**Domain Name Lookup Capability**. Registrar agrees to employ in its domain name registration business Verisign's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. Registrar also agrees, at its expense, to provide ~~an interactive web page and a port 43~~ a Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for the Registry TLD. The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy or the Registrar Accreditation Agreement between Registrar and ICANN.	Section modified to reflect upcoming sunset of Registrars' port 43 obligation
Section 2.10	**Transfer of Sponsorship of Registrations**. Registrar agrees to implement transfers of Registered Name registrations from	Section modified to reflect recent

	another registrar to Registrar and vice versa or from one Registered Name Holder to another pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN (the "Transfer Policy").		updates to ICANN's Transfer Policy
Section 2.13	**Resolution of Technical Problems or Breach of Agreement**. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs and the systems of Verisign in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's violation of Operational Requirements or breach of this Agreement, Verisign may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a ~~nonarbitrary~~ non-arbitrary manner and shall apply fairly to any registrar similarly situated.		Section modified to correct a typographic error
Section 2.14	**Prohibited Domain Name Registrations**. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered. Registrar further acknowledges and agrees that Verisign reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion, for the purposes set forth in Section 2.7(b)(ii)(1)-(7) of this Agreement.		Section modified to add Registrar acknowledgement and agreement corresponding to the Registered Name Holder's acknowledgement and agreement in Section 2.7(b)(ii)
Section 2.16 [NEW]	**Accredited Registrar**. During the term of this Agreement, Registrar shall maintain in full force and effect the Registrar Accreditation Agreement and its accreditation by ICANN as a registrar for the Registry TLD.		Section modified to reference the Registrar Accreditation Agreement
Section 3.1	**License Grant**. Subject to the terms and conditions of this Agreement, Verisign hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) create, update and delete contacts, (vi)		Section modified to add operations associated with the provision of Thick Whois data to Verisign by Registrars

	associate contacts and nameservers with a domain name, (vii) update the nameservers of a domain name, (viii) transfer a domain name from another registrar to itself with proper authorization, (~~viii~~ix) query a domain name registration record, (~~viii~~x) register a nameserver, (~~ix~~xi) update the IP addresses of a nameserver, (xii) delete a nameserver, (xi~~i~~ii) query a nameserver, and (xiv~~ii~~) establish and end an authenticated session.	
Section 5.1(d)	The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including business, levy, sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Verisign) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to Verisign shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Verisign receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.	Section modified to add business and levy taxes to the non-comprehensive list of taxes, duties and fees in response to prior Registrar inquiries regarding the topic
Section 6.1(h)	**Survival**. In the event of termination of this Agreement, the following shall survive: (i) Sections 2.6 (License), 2.7 (Registrar's Registration Agreement and Domain Name Dispute Policy), 2.8.1 (Handling of Personal Data), 6.1(g) (Effect of Termination), 6.1(h) (Survival), 6.2 (No Third Party Beneficiaries; Relationship of the Parties), 6.5 (Amendment in Writing), 6.6 (Attorneys' Fees), 6.7 (Dispute Resolution; Choice of Law; Venue), 6.8 (Notices), 6.10 (Use of Confidential Information), 6.11 (Delays or Omissions; Waivers), 6.12 (Limitation of Liability), 6.13 (Construction), 6.14 (Intellectual Property), 6.15(c) (Disclaimer of Warranties), 6.16 (Indemnification), and 6.17 (Entire Agreement; Severability); (ii) the Registered Name Holder's obligations to indemnify, defend, and hold harmless Verisign, as stated in Section 2.7(b~~a~~)(iv~~6~~); and (iii) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.	Section modified to update cross reference
Section 6.8	**Notices**. Any notice or other communication required or permitted to be delivered to any Party under this Agreement	Modification to update certain

	shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless Party has given a notice of a change of address in writing: **if to Registrar:** Customer Name: Attention: Physical Address: City, State Postal: Telephone Number: Facsimile Number: E-Mail: with a copy to: Customer Name: Attention: Physical Address: City, State Postal: Telephone Number: Facsimile Number: E-Mail: **if to Verisign:** Vice President, VNDS LLC c/o VeriSign, Inc. 12061 Bluemont Way Reston, VA 20190 Telephone: +1 703 948 3200 Facsimile: +1 703 948 3977 E-Mail: TBP with copies to: VeriSign, Inc. 12061 Bluemont Way Reston, VA 20190 Telephone: +1 703 948 3200 Facsimile: +1 703 948 3977 E-Mail: cao@verisign-grs.com - and - General Counsel VeriSign, Inc. 12061 Bluemont Way Reston, VA 20190 Telephone: +1 703 948 3200 Facsimile: +1 703 ~~450~~ 435 ~~7492~~ 4921 E-Mail: legal ~~east~~@verisign.com	Verisign contact information and reflect the 2013 merger of VeriSign Information Services, Inc. into VeriSign, Inc. as the successor in interest

	If to VNDS LLC only: Managing Director, VNDS LLC c/o VeriSign, Inc. 12061 Bluemont Way Reston, VA 20190 Telephone: +1 703 948 3200 Facsimile: +1 703 948 3977 E-Mail: TBP with copies to: (1) VeriSign, Inc.; and (2) General Counsel, VeriSign, Inc. (addresses above) ~~If to VIS only:~~ ~~Managing Director, VIS c/o~~ ~~VeriSIgn, Inc.~~ ~~12061 Bluemont Way~~ ~~Reston, VA 20190~~ ~~Telephone: +1 703 948 3200~~ ~~Facsimile: +1 703 421 4873~~ ~~E-Mail: TBP~~ ~~with copies to:~~ ~~(1) VeriSign, Inc.; and~~ ~~(2) General Counsel, VeriSign, Inc.~~ ~~(addresses above)~~	
Section 6.9.1 [NEW]	**Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Verisign's Registry Agreement with ICANN for the Registry TLD is validly assigned, Verisign's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Verisign under this Agreement. In the event that Registrar's Registrar A~~a~~ccreditation A~~a~~greement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of ~~the~~ Registrar's Registrar A~~a~~ccreditation A~~a~~greement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.	Section modified to reflect addition of Registrar Accreditation Agreement as a defined term
Section 6.14 [NEW]	**Intellectual Property.** Subject to Section 2.6 and Section 3.1 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.	Section modified to refer to both License Grant provisions contained within the Agreement
Section 6.15 [NEW]	(a) **Registrar**. Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of _____, (2) it has all	Section modified to reflect addition of Registrar

	requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to the Registrar Accreditation Agreement or a successor agreement approved by ICANNan accreditation agreement dated after May 21, 2009, applicable to the Registry TLD,(4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.	Accreditation Agreement as a defined term
Section 6.16	**Indemnification**. Registrar, at its own expense and within thirty (30) days of presentation of a demand by Verisign under this paragraph, will indemnify, defend and hold harmless Verisign and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Verisign or any affiliate of Verisign based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's breach of Section 2.8.1 of this Agreement; or (iv) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) Verisign provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Verisign will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Verisign for its actual and reasonable costs. Verisign shall have the right to control the defense of Verisign to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Verisign's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Verisign in connection with or arising from any such indemnifiable claim, suit, action or proceeding.	Section modified to require Registrar to indemnify Verisign for claims based on or arising from a claim relating to Registrar's breach of Section 2.8.1
Section 6.17 [NEW]	**Entire Agreement; Severability.** This Agreement, which includes Exhibits A, and B and C (the Data Processing Addendum), constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral	Section modified to reflect addition of the Data Processing Addendum as Exhibit C

	or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.	