EXHIBIT B

.NAME REGISTRY-REGISTRAR AGREEMENT: SUMMARY OF PROPOSED REVISIONS

Section	Revised Language	Explanation
Title	.NAMEname Registry Agreement Appendix 8A .name Registry-Registrar Agreement (1 December 2012)(Effective as of the RRA Effective Date)	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")Sàrl 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 PartyDAY, MONTH YEAR (the "Effective Date"). Verisign and Registrar may be referred to individually as a "Party" and collectively as the "Parties." WHEREAS, Verisign has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .NAME top-level domain;	Modification to reflect the merger of VeriSign Information Services, Inc. into VeriSign, Inc. as the successor in interest and the addition of VeriSign Sarl as a listed subsidiary
Section 1.2	"Defensive Registration" means a registration granted to a Registered Item Holder of a specific string at the second or third level, or of a specific set of strings at the second and third levels, that does not resolve in the DNS but which prevents a third party from registering a Registered Name consisting of the same string(s) on the same second and/or third level(s) as set forth in the Defensive Registration.	Definition added to define a previously referenced (but undefined) term
Section 1.8	"NameWatch Registration" means a registration granted to a Registered Item Holder of a string that, if registered by a third party Registered Item Holder as a Registered Name, is included in a notification provided to Registrar to provide to the Registered Item Holder of the NameWatch Registration.	Definition added to define a previously referenced (but undefined) term
Section 1.10 [formerly Section 1.8]	"Registered Item" refers to either a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, or a SLD E-mail Address	Definition updated to use a defined

	or a Defensive Registration or a ~~Namewatch~~NameWatch Registration, about which Verisign or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. ~~An item~~A name in a registry database may be a Registered Item even though it does not appear in a TLD zone file (e.g., a registered but inactive name).	term and correct a reference
Section 1.11 [formerly Section 1.9]	"Registered Item Holder(s)" means ~~a~~the holder(s) of a Registered Item.	Definition updated to use of a plural
Section 1.12 [formerly Section 1.10]	"Registered Name" means a registered SLD E-mail ~~address~~Address, registered third level domain name or registered second level domain name~~, collectively~~.	Definition updated to use a defined term
Section 1.13	"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 1.15 [formerly Section 1.12]	"SLD E-mail Address" means an e-mail address consisting of a second level domain name within the domain of the Registry TLD and a defined user name (e.g., john@smith.name), about which Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a ~~Registry Database~~registry database, arranges for such maintenance, or derives revenue from such maintenance.	Definition updated to reflect use of an undefined term
Section 1.17 [formerly Section 1.14]	The "System" refers to the ~~multiple registrar~~ shared registration system operated by Verisign for registration of Registered Items in the Registry TLD.	Definition updated to replace legacy terminology with Verisign's Shared Registration System (or "SRS")
Section 2.1	**System Operation and Access.** Throughout the term of this Agreement, Verisign shall operate the System and provide Registrar with access to the System to transmit Registered Item registration information for the Registry TLD to the System. Nothing in this Agreement entitles Registrar to enforce any agreement between Verisign and ICANN.	Section updated to use a defined term
Section 2.2	**Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Verisign requirements, including, without limitation, those authorized by ICANN, Verisign shall maintain the registrations of Registered Items sponsored by Registrar in the System during the term for which Registrar has paid the ~~fees~~Registration Fees required by Subsection 5.1.	Section updated to use a defined term and remove unnecessary spacing

Section 2.5	**Data Submission Requirements.** As part of its registration and sponsorship of Registered Items in the Registry TLD, Registrar shall submit complete data as required or permitted: (a) by Verisign's Registry Agreement with ICANN, as may be amended from time to time; and/or (b) by technical specifications of the System that are made available to Registrar by Verisign from time to time (collectively the "Required Data Elements"). Registrar shall submit any corrections or updates from a Registered Item Holder relating to the registration information for a Registered Item 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	**License.** Registrar grants Verisign ~~as Registry~~ a non-exclusive, royalty-free, nontransferable (except to ICANN or its designee pursuant to Verisign's Registry Agreement with ICANN) worldwide limited license to the ~~data elements consisting of the Registered Item, the IP addresses of nameservers, the identity of the registering registrar, and other data~~Required Data Elements: (a) for use as required or permitted by technical specifications of the ~~Registry~~ System as made available to Registrar by Verisign from time to time~~,~~; and/or (b) for ~~propagation of~~use and ~~the provision of authorized access to the TLD zone files or as otherwise~~display as required or permitted by Verisign's Registry Agreement with ICANN ~~concerning the operation of the Registry TLD~~, as may be amended from time to time.	Section updated to clarify the scope of Registrar's license to Verisign
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~~each Registered Item 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 Item Holder, Registrar shall require such Registered Item Holder to:~~	Section modified to clarify that the Registrar's registration agreement with each Registered Name Holder must be valid and enforceable and move certification requirement to Section 2.7(b)(iv)

	(a) Certify that to the best of their knowledge, the Registered Item is registered in compliance with the .NAME Eligibility Requirements;	
Section 2.7(b)(i)	(b) Registrar's registration agreement with each Registered Item Holder shall also include the following: (i) a provision prohibiting the Registered Item 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 of the registration of the Registered Item;	Subsection added to align with Appendix 11 (Public Interest Commitments) obligations of the proposed Amendment 5 to the .NAME Registry Agreement
Section 2.7(b)(ii)	(ii) a provision that requires the Registered Item Holder to acknowledge and agree that Verisign reserves the right to deny, cancel, redirect or transfer any registration or transaction, or place any domain nameRegistered Item(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 Internet (e.g., RFCs), (2) to correct mistakes made by Verisign or any Registrar in connection with a Registered Item 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, System, Verisign's nameserver operations or the internet, (5) to ensure compliance 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, and/or (6) to stop or prevent any violations of any terms and conditions of this Agreement, the Operational Requirements, or pursuant to Verisign's Registry Agreement with ICANN;	Subsection modified to use a defined term, remove unnecessary spacing and enumerate additional mechanisms for enforcement consistent with other registry operators
Section 2.7(b)(iii)	(iii) a provision requiring the Registered Item Holder to indemnify, defend and hold harmless Verisign and its subcontractors, and	Subsection modified for grammatical consistency

	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 Item Holder's Registered Item registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement~~.~~; and	
Section 2.7(b)(iv)	(iv) a provision that requires the Registered Item Holder to certify to the best of their knowledge that the Registered Item is registered in compliance with the Eligibility Requirements as defined in Appendix 11, Section 2(b) (Eligibility Requirements) of Verisign's Registry Agreement with ICANN.	Subsection added to clarify and move registrar's certification requirement to new subsection
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 Registered Items or modify existing Registered Items in accordance with any Operational Requirements. (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	Section modified to add subsections, correct use of a defined term and clarify the applicability of Operational Requirements

		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 is secure and stable, which Verisign may adopt from time to time in its sole and complete discretion.	
Section 2.8.2	**Authorization Codes**. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for Registered Items registered by different ~~registrants~~ Registered Item Holders with the same Registrar. Verisign in its sole discretion may choose to modify <authinfo> codes for a given Registered Item 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 Item Holder with timely access to the authorization code. Registrar shall respond to any inquiry by a Registered Item Holder regarding access to and/or modification of an authorization code within five (5) calendar days.	Section modified to correct use of defined term and to remove unnecessary spacing
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 Whois service~~a Registration Data Directory Service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Items 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 include updated terminology for Registration Data Directory Service
Section 2.10	**Transfer of Sponsorship of Registrations** Registrar agrees to implement transfers of Registered Item registrations from another registrar to Registrar and vice versa or from one Registered Item Holder to another pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN (the "Transfer Policy").	Section modified to reflect recent updates to ICANN's Transfer Policy
Section 2.11	**Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a ~~domain name~~Registered Item registration into the registry database, the time shown in the Verisign records shall control.	Section modified to use a defined term

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	**~~Restrictions on~~Prohibited Registered Items.** In addition to complying with ICANN standards, policies, procedures, and practices limiting Registered Items that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the Registered Items that may be registered. Registrar further acknowledges and agrees 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, for the purposes set forth in Section 2.7(b)(ii) of this Agreement.	Section modified to add Registrar acknowledgement and agreement corresponding to the Registered Item Holder's acknowledgement and agreement in Section 2.7(b)(ii)
Section 2.15	**ICANN Requirements**. Verisign's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements ~~and~~, including consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.	Section modified for grammatical clarity
Section 2.16	**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 Registered Item 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 Registered Items in the Registry TLD with the Registry on behalf of its Registered	Section modified to add use of a defined term

	Item 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 Registered Item, (ii) register a Registered Item, (iii) re-register a Registered Item, (iv) cancel the registration of a Registered Item it has registered, (v) update the nameservers of a domain name, (vi) transfer a Registered Item from another registrar to itself with proper authorization, (vii) query a Registered Item registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.	
Section 3.2	**Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of Verisign, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the 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 Registrar's 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 in accordance with any Operational Requirements.	Section modified to clarify Limitations on Use
Section 3.3	**Changes to Licensed Materials.** Verisign may from time to time replace or make modifications to the Licensed Product licensed hereunder. Verisign will provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Supported Protocol, APIs or software licensed hereunder.	Section modified to correct a typographical error
Section 5.1(a)	Registrar agrees to pay Verisign the non-refundable fees set forth in Exhibit A, or such other amount as may be established in accordance with the notice provision set forth in Section 5.1(b) below, for initial and renewal Registered Item registrations and other incidental and ancillary services	Section modified to cross-reference Section 5.1(b) and to reflect that fees may be updated

	provided by Verisign (each a "Registration Fee" and collectively, the "Registration Fees").	
Section 5.1(c)	Registrars shall provide Verisign a payment security comprised of an irrevocable letter of credit or cash deposit (the "Payment Security"). The amount of the Payment Security establishes Registrar's credit limit in the Verisign System and should be based on anticipated monthly level of registrations and other billable transactions. Registrar agrees to modify its Payment Security to support increases in billable transaction volumes as required by the Verisign credit and billing policies. Verisign will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of Verisign's monthly invoices. In order to satisfy any outstanding account balances, Verisign may draw upon the Registrar's Payment Security. If this occurs, Registrar agrees to replenish Payment Security to the pre-draw level immediately upon completion of draw. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.	Section modified to correct a typographical error
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
Section 5.2	**Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered- Item Holder's existing Registered Item registration from another registrar by following the Transfer Policy. (a) For each transfer of the sponsorship of a registrationRegistered Item under the Transfer Policy, Registrar agrees to pay Verisign the renewal registration feeRegistration Fee associated	Section modified to add use of defined terms

	with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer. (b) For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay Verisign US $0 (for transfers of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names). Registration Fees under this Section 5.2 shall be due immediately upon receipt of Verisign's invoice pursuant to the Payment Security.	
Section 5.3	**Charges for ICANN Fees.** Registrar agrees to pay to Verisign, within five (5) days of the date when due, any ~~variable registry-level fees~~Variable Registry-Level Fees paid by Verisign to ICANN, which fees shall be secured by the Payment Security. The fee will consist of two components; each component will be calculated by ICANN for each registrar: (a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed the amount set forth in the Registry Agreement. (b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved ICANN Budget.	Section modified to reflect consistent use of a capitalized term
Section 5.4	**Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, Verisign may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the ~~domain names~~Registered Items associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 6.1(b) below; and (iv) pursue any other remedy under this Agreement.	Section modified to add use of a defined term

Section 6.1(c)	**Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Verisign thirty (30) days' notice of termination.	Section modified to correct a typographical error
Section 6.1(e)	**Termination in the Event that Successor Registry Operator is Named.** This Agreement shall terminate in the event that ~~the~~ ICANN designates another entity to operate the registry for the Registry TLD.	Section modified to correct a typographical error
Section 6.1(g)	**Effect of Termination.** Upon expiration or termination of this Agreement, Verisign will, to the extent it has the authority to do so, complete the registration of all ~~domain names~~Registered Items processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to Verisign for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Item registrations to another licensed registrar(s) of the Registry, in compliance with Part B of the Transfer Policy, or any other procedures established or approved by ~~the~~ ICANN, and (ii) either return to Verisign or certify to Verisign the destruction of all Confidential Information it has received under this Agreement. In the event of termination, Verisign reserves the right to immediately contact any and all Registered Item Holders to facilitate the orderly and stable transition of Registered Item Holders to other ICANN-accredited registrars. All fees owing to Verisign shall become immediately due and payable.	Section modified to add use of a defined term and correct a typographical error
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 Item Holder's obligations to indemnify, defend, and hold harmless Verisign, as stated in Section 2.7(~~a)(7~~b)(iii); 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 and to remove liability language so that it is addressed solely in Section 6.12

Section 6.2	**No Third- Party Beneficiaries; Relationship of the Parties.** This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Item Holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.	Section modified to remove a typographical error
Section 6.3	**Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation (other than payment obligations) or provide service hereunder because of any Act of God, strike, work stoppage, cyberattack, to protect against imminent and substantial threats to the security and stability of the Registry TLD, System, Verisign's name server operations or the internet, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.	Section modified to update the definition of a force majeure event
Section 6.8	**Notices.** Any notice or other communication required or permitted to be delivered to any Party under this Agreement 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	Section modified to update Verisign contact information

Reston, VA 20190
Attn: General Counsel
Telephone: +1 703 948 3200
Facsimile: +1 703 ~~421 4873~~435 4921
E-Mail: ~~TBP~~legal@verisign.com
~~with copies~~

With a copy to~~:~~ (which shall not constitute notice):

VeriSign, Inc.
12061 Bluemont Way
Reston, VA 20190
Attn: Customer Affairs Office
Telephone: +1 703 948 3200
Facsimile: +1 703 ~~421 4873~~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 7492~~
~~E-Mail: legal-east@verisign.com~~
~~**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; +1 703 421 4873~~
~~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	**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 ~~accreditation agreement~~Registrar Accreditation Agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of ~~the accreditation agreement~~Registrar's Registrar Accreditation Agreement, 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 6.10	**Use of Confidential Information.**~~ ~~ During the term of this Agreement, each Party (the "Disclosing Party") may disclose its Confidential Information to the other Party (the "Receiving Party"). Each Party's use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions: (a) The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures. (b) The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever. (c) The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and take reasonable steps to maintain the confidentiality thereof. (d) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright	Section modified to remove unnecessary spacing

	notices appearing on any Confidential Information of the Disclosing Party.	
	(e) The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.	
	(f) Notwithstanding the foregoing, this Subsection 6.10 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.	
Section 6.12	(a) IN NO EVENT WILL VERISIGN BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO VERISIGN UNDER THE TERMS OF THIS AGREEMENT FOR THE	Section modified to add subsections and include industry standard exclusions from the liability cap

	IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) $500,000 USD. (b) THE LIABILITY CAP AND EXCLUSION OF DAMAGES SET FORTH IN SECTION 6.12(a) SHALL NOT APPLY TO SECTION 6.10 (USE OF CONFIDENTIAL INFORMATION) AND SECTION 6.16 (INDEMNIFICATION).	
Section 6.15(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 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 an accreditation agreement dated after May 21, 2009the Registrar Accreditation Agreement or a successor agreement approved by ICANN, (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.	Section modified to reflect addition of Registrar Accreditation Agreement as a defined term
Section 6.15(c)	**Disclaimer of Warranties.** TheTHE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs AND SOFTWARE ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. VERISIGN EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. VERISIGN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VERISIGN DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY,	Section modified to update the disclaimer of warranties in line with defined terms

	RELIABILITY, OR OTHERWISE. SHOULD THE LICENSED PRODUCT, SUPPORTED PROTOCOL, EPP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.	
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 Item Holder of Registrar; or (iii) relating to Registrar's Registered Item registration business, including, but not limited to, Registrar's advertising, domain nameRegistered Item 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 add use of a defined term and correct a typographical error
Section 6.17	**Entire Agreement; Severability.** This Agreement, which includes ExhibitsExhibit A, 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 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	Section modified to add use of a defined term and correct a typographical error

	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.	
Section 6.18	**Service Level Agreement.** Appendix 10, as may be amended from time to time, of the Registry Agreement shall be incorporated into this Agreement	Section removed to reflect the 2012 removal of Appendix 10 (Service Level Agreement) from the .NAME Registry Agreement.

Exhibit A		Exhibit modified to update the applicable Registration Fees in accordance with current pricing, reflect use of defined terms and clarify the existing Registration Fees for Registered Items
	Exhibit A **REGISTRATION FEES** ~~1. Second Level Domains~~ ~~Second Level Products are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A.~~ **1. Second Level Domain Names** **1.1. Second Level Domain Name Initial Registration Fee** Registrar agrees to pay Verisign ~~will charge~~ a ~~fee~~Registration Fee of US $6.60 per annual increment of an initial registration of a ~~Second Level Domain~~ Name ~~(the "Initial Second Level Registration Fee"). The Initial Second Level Registration Fee shall be paid in full by Registrar sponsoring the~~second level domain name ~~at the time of registration. The current Initial Second Level Registration Fee~~, or such other amount as ~~of the Effective Date is US $6.00.~~may be established in accordance with the notice provision set forth in Section 5.1(b) of this .name Registry-Registrar Agreement (".name RRA"). **1.2. Second Level Domain Name Renewal Fee** Registrar agrees to pay Verisign ~~will charge~~ a ~~fee~~Registration Fee of US $6.60 per annual increment of a renewal registration of a ~~registration of a Second Level Domain Name (the "Second Level Renewal Fee"). The Second Level Renewal Fee shall be paid in full by Registrar sponsoring the~~second level domain name ~~at the time of renewal. The current Second Level Renewal Fee as of the Effective Date is US $6.00.~~, or such other amount as may be established in accordance with the notice provision set forth in Section 5.1(b) of the .name RRA. **1.3. Fees for Transfers of Sponsorship of Second Level Domain Name Registrations** ~~Where the sponsorship of a Second Level Domain Name is transferred from one ICANN Accredited Registrar to another ICANN Accredited Registrar, Verisign will require the registrar receiving the sponsorship to request a renewal of one year or more for the Second Level Domain Name. In connection with that extension, Verisign will charge a Renewal Fee for the requested extension as provided in item 1.2 above. The transfer shall result in an extension according~~	

to the renewal request, subject to a ten-year maximum on the future term of any Second Level Domain Name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Second Level Domain Name.

2. Third Level Addresses

Third Level Addresses are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A.

~~Third Level Domain~~ Registrar agrees to pay Verisign a Registration Fee of US $6.60 per each second level domain name that is transferred to Registrar from another ICANN-accredited Registrar, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

2. Third Level Domain Names / SLD E-mail Addresses

2.1. Third Level Domain Name / SLD E-mail Address Initial Registration Fees

Registrar agrees to pay Verisign ~~will charge~~ a ~~fee dependent upon the number of~~ Registration Fee per annual ~~increments acquired~~ increment of ~~an~~ each initial registration of ~~:~~ (a ~~Third Level Domain Name /~~) a third level domain name; and (b) a SLD E-mail Address ~~(the "Initial Third Level Registration Fee"). The Initial Third Level Registration Fee shall be paid,~~ in ~~full~~ the amount provided by ~~Registrar sponsoring the Third Level Domain Name / SLD E-mail Address at the time of registration. The current Initial Third Level Registration Fees can be obtained from~~ Verisign via web-based support, phone, or email ~~or on~~, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA. ~~https://knowledge.verisign.com/support/registrar-name/index.html~~

2.2. Third Level Domain Name / SLD E-mail Address Renewal Fees

~~Verisign will charge a fee dependent upon the number of annual increments acquired of a renewal of a registration of a Third Level Domain Name / SLD E-mail Address (the "Third Level Renewal Fee"). The Third Level Renewal Fee shall be paid in full by Registrar sponsoring the Third Level Domain Name / SLD E-mail Address at the time of renewal. The current Third Level Renewal Fees can be obtained from Verisign via phone, email or on~~

~~https://knowledge.verisign.com/support/registrar-name/index.html~~

Registrar agrees to pay Verisign a Registration Fee per annual increment of a renewal registration of: (a) a third level domain name; and (b) a SLD E-mail Address, in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

2.3. Fees for Transfers of Sponsorship of Third Level Domain-Name / SLD E-mail Address Registrations

~~Where the sponsorship of a Third Level Domain-Name / SLD E-mail Address is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, Verisign will require the registrar receiving the sponsorship to request a renewal of one year or more for the Third Level Domain-Name / SLD E-mail Address. In connection with that extension, Verisign will charge a Renewal Fee for the requested extension as provided in item 2.2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Third Level Domain-Name / SLD E-mail Address registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Third Level Domain-Name / SLD E-mail Address.~~

Registrar agrees to pay Verisign a Registration Fee per each third level domain name or SLD E-mail Address that is transferred to Registrar from another ICANN-accredited Registrar, in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA. In addition, each transfer will result in a one-year extension of the third level domain name or SLD E-mail Address, provided that in no event shall the total unexpired term of such registration exceed ten (10) years.

3. Defensive Registrations

3.   3.1. ~~Defensive Registrations~~

Defensive Registration Initial Registration Fee

Registrar agrees to pay Verisign ~~will charge~~ a ~~fee~~Registration Fee per annual increment of an initial registration of a Defensive Registration (~~in~~ the ~~"Initial Defensive Registration Fee"). The Initial~~amount provided by Verisign via web-based support, phone or email, or such other amount as may be

established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

3.2. **Defensive Registration Renewal Fee** ~~shall be paid in full by~~

Registrar ~~sponsoring the Defensive~~agrees to pay a Registration ~~at the time of registration. The current Defensive Registration Initial Registration Fees can be obtained from Verisign via phone, email or on https://knowledge.verisign.com/support/registrar-name/index.html~~.

3.1. ~~**Defensive Registration Renewal Fee**~~

~~Verisign will charge a fee~~Fee per annual increment of a renewal of a registration of a Defensive Registration ~~(~~in the ~~"Defensive Renewal Fee"). The Renewal Fee shall be paid in full~~amount provided by ~~Registrar sponsoring the Defensive Registration at the time of renewal. The current Defensive Registration Renewal Fees can be obtained from~~ Verisign via web-based support, phone~~,~~ or email~~ or on https://knowledge.verisign.com/support/registrar-name/index.html.~~, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

3.3. **Fees for Transfers of Sponsorship of Defensive Registrations**
~~Where the sponsorship of a~~
Registrar agrees to pay Verisign a Registration Fee per each Defensive Registration that is transferred to Registrar from ~~one ICANN Accredited Registrar to~~ another ICANN-~~Accredited Registrar, Verisign~~accredited Registrar, in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA. In addition, the transfer will ~~require the registrar receiving the sponsorship to request a renewal of one~~result in a one-year ~~for~~extension of the Defensive Registration~~. In connection with that extension, Verisign will charge a Renewal Fee for the requested extension as provided in item 3.2 above. The transfer~~, provided that in no event shall ~~result in an extension according to~~ the ~~renewal request, subject to a ten-year maximum on the future~~total unexpired term of ~~any Defensive Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Defensive Registration~~such registration exceed ten (10) years.

~~Namewatch~~**4. NameWatch Registrations**

~~Namewatch~~4.1. NameWatch Registration Initial Registration Fee

~~Verisign will charge a fee per annual increment of an initial registration of a Namewatch Registration (the "Initial Namewatch Registration Fee"). The Initial Namewatch Registration Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of registration. The current Namewatch Registration Initial Registration Fee can be obtained from Verisign via phone, email or on https://knowledge.verisign.com/support/registrar-name/index.html.~~
~~Namewatch~~Registrar agrees to pay Verisign a Registration Fee per annual increment of an initial registration of a NameWatch Registration in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

4.2. NameWatch Registration Renewal Fee
~~Verisign will charge a fee per annual increment of a renewal of a registration of a Namewatch Registration (the "Namewatch Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of renewal. The current Namewatch Registration Renewal Fee can be obtained from Verisign via phone, email or on https://knowledge.verisign.com/support/registrar-name/index.html.~~

Registrar agrees to pay Verisign a Registration Fee per annual increment of a renewal of a registration of a NameWatch Registration in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA.

4.3. Fees for Transfers of Sponsorship of ~~Namewatch~~NameWatch Registrations

~~Where the sponsorship of a Namewatch Registration is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, Verisign will require the registrar receiving the sponsorship to request a renewal of one year or more for the Namewatch Registration. In connection with that extension, Verisign will charge a Renewal Fee for the requested extension as provided in item 4.2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Namewatch Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited~~

~~Registrar receiving sponsorship of the Namewatch Registration.~~

Registrar agrees to pay Verisign a Registration Fee per each NameWatch Registration that is transferred to Registrar from another ICANN-accredited Registrar, in the amount provided by Verisign via web-based support, phone or email, or such other amount as may be established in accordance with the notice provisions set forth in Section 5.1(b) of the .name RRA. In addition, the transfer shall result in a one-year extension of the NameWatch Registration, provided that in no event shall the total unexpired term of such registration exceed ten (10) years.

5. Bulk Transfers.

For ~~a~~each bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Verisign US $0 per TLD (for transfer of 50,000 names or fewer) or US $50,000 per TLD (for transfers of more than 50,000 names).

6. EPP Update to Restore a Registered Name

Registrar agrees to pay Verisign a Registration Fee of US $40.00 per use of the EPP Update command to restore a Registered Name, or such other amount as may be established in accordance with the notice provision set forth in Section 5.1(b) of the .name RRA.

7. Monthly Incremental Billing

7.1. Where a Registrar, or if applicable, ~~a Reseller of Registrar~~"a reseller of Registrar," defined as a person or entity that has a relationship with Registrar to resell Registered Names for which such Registrar is listed as the "Registrar of Record" in the WHOIS database, bills a ~~Registrant~~Registered Item Holder on a monthly basis for a Registered Name, Verisign may offer Registrar to be billed in monthly increments for such eligible Registered Name ("Monthly Incremental Billing~~"~~").

7.2. Only the ~~products~~Registered Names covered in ~~Sections~~Section 1 (Second Level Domain Names) and Section 2 (~~Registered~~Third Level Domain Names / SLD E-mail Addresses) above are eligible for Monthly Incremental Billing.

~~3.2.~~ **7.3.** The monthly ~~billing.~~

~~The Monthly~~Registration Fee charged per Registered Name will be equal to one twelfth (1/12) of the otherwise applicable ~~yearly fee~~Registration Fee per annual increment, rounded up to the nearest whole cent. ~~The~~ (the "Monthly Incremental

Fee"). ~~Registrar shall pay the~~ applicable ~~monthly fee is charged~~Monthly Incremental Fee every month the ~~product remains~~ applicable Registered Name is registered.

7.4. Transactions that should be eligible for Monthly Incremental Billing must be capable of being separately identified within current EPP functionality.

7.5. Monthly ~~billing~~Incremental Billing requires the execution of a separate standard Monthly Incremental Billing agreement that is available upon request. ~~The Effective Price charged may from time to time be less than that set forth above as a result of promotions to drive higher demand.~~
~~Verisign reserves the right to increase the Fees' set forth above prospectively upon six months advance notice to Registrar.~~