Supplement to Registry Agreement

This Supplement to Registry Agreement, dated _____ (this "Supplement"), relates to the Registry Agreement, dated _____ (the "Registry Agreement"), between ICANN and _____ ("Registry Operator"). Capitalized terms not defined herein have the meaning given to such terms in the Registry Agreement.

1. Open Issues.

    (a)   Notwithstanding any provision of the Registry Agreement to the contrary (including Sections 7.6 and 7.7 thereof), Registry Operator agrees that the following requirements, procedures and provisions of the Registry Agreement (including the documents incorporated by reference therein) may be modified and amended by ICANN after the date hereof, without the consent of Registry Operator:

        i.   Specification 6 – Registry Interoperability and Continuity Specifications;

        ii.   Trademark Clearinghouse Requirements (§ 1 of Specification 7 of the Registry Agreement);

        iii.   Trademark Post-Delegation Dispute Resolution Procedure (§ 2.a of Specification 7 of the Registry Agreement);

        iv.   Registration Restriction Dispute Resolution Procedure (§ 2.a of Specification 7 of the Registry Agreement);

        v.   Uniform Rapid Suspension (§ 2.b of Specification 7 of the Registry Agreement);

        vi.   Specification 11 – Public Interest Commitments applicable to all TLDs (including the Public Interest Commitment Dispute Resolution Process); and

        vii.   any provision or term of the Registry Agreement that is the subject of advice or comment from the Governmental Advisory Committee (including any advice or comment to include new provisions in the Registry Agreement).

Any such modifications and amendments are referred to herein as a "Required Change." ICANN's right to implement Required Changes under this Supplement shall expire on 15 January 2014.

    (b)   ICANN agrees that when it determines to make a Required Change, ICANN will provide Registry Operator written notice of such Required Change, which notice shall specify the terms of the Required Change (a "Change Notice"). Registry Operator agrees that, following its receipt of a Change Notice, the Required Change related thereto will be immediately effective and binding on ICANN and Registry Operator, and shall be incorporated by reference into the Registry Agreement without any action of the parties. If requested by ICANN, Registry Operator shall execute an amendment to the Registry Agreement to reflect any Required Change.

    (c)   Within thirty (30) calendar days of receipt of a Change Notice, Registry Operator may terminate the Registry Agreement upon five (5) calendar days written notice to ICANN; provided, however, that Registry Operator may not terminate the Registry Agreement pursuant to this Section 1(c) following the first delegation of the TLD to nameservers designated by Registry Operator into the root-zone. Upon expiration of such thirty (30) calendar day period, Registry

Operator may not thereafter terminate the Registry Agreement pursuant to this Section 1(c) as a result of such Change Notice. In addition, following the first delegation of the TLD to nameservers designated by Registry Operator into the root-zone, Registry Operator's right to terminate the Registry Agreement as a result of a Change Notice shall be governed by Section 4(b) and the other applicable terms of the Registry Agreement.

2.   Acknowledgment. Registry Operator acknowledges that, if the delegation of the TLD poses a threat to the Security or Stability of the DNS, the ICANN Board of Directors may adopt a Temporary Policy delaying or declining delegation of the TLD pursuant to Specification 1 of the Registry Agreement.

3.   Miscellaneous. Notwithstanding Section 7.10 of the Registry Agreement, this Supplement shall be binding upon ICANN and Registry Operator.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
           Akram Atallah
           President, Generic Domains Division

[REGISTRY OPERATOR]

By: _____
           [_____]
           [_____]