SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (this "Agreement") is made and entered into on _____ 2016 ("Effective Date"), by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and [PTI], a California nonprofit public benefit corporation ("PTI").

WHEREAS, ICANN has entered into the Service Level Agreement for the IANA Numbering Services (as defined in the SLA) with (i) AFRINIC Ltd, (ii) APNIC Pty Ltd, for the Asia Pacific Network Information Centre, (iii) American Registry for Internet Numbers, Ltd, (iv) Latin American and Caribbean Internet Addresses Registry and (v) Reseaux IP Europeens Network Coordination Centre (collectively, the "RIRs"), dated as of 29 June 2016 (the "SLA");

WHEREAS, pursuant to the terms and conditions of the SLA, ICANN has agreed to perform various services;

WHEREAS, the parties hereto desire that PTI perform ICANN's obligations under the SLA as ICANN's subcontractor;

WHEREAS, pursuant to Section 15.9.1 of the SLA, the RIRs have provided written consent permitting ICANN to subcontract and delegate its obligations under the SLA to PTI; and

WHEREAS, ICANN shall remain responsible for PTI's performance of ICANN's obligations under the SLA.

NOW, THEREFORE, ICANN and PTI, in consideration of the mutual covenants hereinafter contained, and of other good and valuable considerations as recited in this Agreement, agree as follows:

1.   Scope of Work.

(a)   PTI will perform all requirements and furnish all services necessary to fulfill ICANN's obligations under the SLA, from the effective date of this Agreement. If ICANN determines that PTI has failed to perform any obligation under the SLA, ICANN may perform such obligation under the SLA.

(b)   PTI shall not change any of the documented procedures, which PTI shall post on the PTI Website, or methods used to perform the services hereunder without the prior approval of ICANN.

(c)   Prior to publication or posting of reports and other deliverables anticipated under the SLA, PTI shall obtain approval from ICANN, which approval will not be unreasonably withheld.

(d)   PTI shall maintain a transition plan that meets the requirements of the SLA, providing for the transition of the IANA Numbering Services to a successor operator.

2.   Period of Performance.

(a)   The period of performance of this Agreement will be as of the Effective Date, and unless earlier terminated in accordance with Section 2(b) of this Agreement, continue for the entire term of the SLA, as such term may be extended pursuant thereto.

(b)   Notwithstanding the foregoing, ICANN may terminate this Agreement, for any reason or for no reason, by giving PTI at least five days' prior written notice of the initiation of the transition of the IANA Numbering Services to ICANN or a third party. Following receipt of such notice, PTI agrees to exercise best efforts and cooperate with ICANN to effect the orderly and efficient transition to ICANN or a third party, as applicable, and fulfill ICANN's obligations under Article 11 of the SLA, as applicable. Upon completion of the transition of the IANA Numbering Services to ICANN or a successor operator, as applicable, this Agreement shall automatically terminate.

 3.   Notice and Mitigation Plan.

(a)   PTI shall promptly inform ICANN in writing of any issue or dispute arising from its performance of the IANA Numbering Services requirements and services contemplated by the SLA, and shall comply with all written directions given by ICANN to resolve such issue or dispute. Other than the initial written notice relating to each such issue or dispute, communications between ICANN and PTI relating to the resolution of such issue or dispute may be conducted orally. PTI shall fully cooperate and consult with ICANN in connection with the resolution of any such dispute under the terms of SLA.

(b)   If, for any reason, PTI fails to meet any of the requirements of this Agreement or the SLA, PTI shall (i) conduct an analysis of its operations to determine the root cause of such failure, (ii) develop a mitigation plan to avoid the root cause of such failure from occurring in the future, and (iii) deliver the report to ICANN upon its completion. PTI shall modify and update any mitigation plan as directed by ICANN.

4.   Security.

(a)   With respect to the performance of the SLA, PTI shall install and operate all computing and communications systems in accordance with best business and security practices. ICANN and PTI shall implement a secure system for authenticated communications between PTI and the RIRs when carrying out the IANA Numbering Services pursuant to the terms of the SLA. ICANN and PTI shall document practices and configuration of all systems.

(b)   PTI shall implement and thereafter operate and maintain a secure notification system, at a minimum, capable of notifying regional internet registries of such events as outages, planned maintenance, and new developments. In all cases, PTI shall notify ICANN of

any outages.

   (c) PTI shall ensure the authentication, integrity, and reliability of the data in performing the IANA Numbering Services.

   (d) ICANN shall coordinate with PTI to develop and execute a security plan that meets the requirements of the SLA. ICANN and PTI shall document in the security plan the process used to ensure information systems, including hardware, software, applications, and general support systems have effective security safeguards, which have been implemented, planned for, and documented.

5. <u>Resources</u>. ICANN shall provide or make available to PTI the necessary personnel, material, equipment, services and facilities to perform PTI's obligations under this Agreement. PTI agrees to follow the budgeting and strategic planning processes set forth in its bylaws.

6. <u>Assignment</u>. PTI shall not assign or otherwise transfer any of its rights, liabilities or obligations under this Agreement, in whole or in part, without ICANN's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

7. <u>Notices</u>. Except as contemplated by <u>Section 3</u>, all notices provided pursuant to this Agreement shall be in writing and shall be deemed given (a) when sent by e-mail of a .pdf attachment (with confirmation of receipt by non-automated reply e-mail from the recipient) (provided that any notice received by e-mail transmission or otherwise at the addressee's location on any business day after 5:00 p.m. (Los Angeles time) shall be deemed to have been received at 9:00 a.m. (Los Angeles time) on the next business day) or (b) when sent by an internationally recognized overnight carrier (providing proof of delivery) or when delivered by hand, addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

   to ICANN:

     Internet Corporation for Assigned Names and Numbers
     12025 Waterfront Drive, Suite 300
     Los Angeles, California 90094-2536
     Attn: President and Chief Executive Officer
     Phone: (310) 301-5800
     Email: [_____]

   with a copy to (which shall not constitute notice):

     Internet Corporation for Assigned Names and Numbers
     12025 Waterfront Drive, Suite 300
     Los Angeles, California 90094-2536
     Attn: General Counsel
     Phone: (310) 301-5800

Email: [_____]

with a copy to (which shall not constitute notice):

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: President, Global Domains Division
Phone: (310) 301-5800
Email: [_____]

to PTI:

[PTI]
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: [_____]
Phone: [_____]
Email: [_____]

8.   Choice of Law. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, excluding its conflict of laws rules. Each party expressly waives any claim that the jurisdiction of such court with respect to personal jurisdiction is improper or that the venue is inconvenient or improper.

9.   Entire Agreement; Amendment. This Agreement and the SLA, together with the schedules and attachments annexed thereto and the documents incorporated herein or therein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all past contracts, representations, and agreements with respect to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part except by written amendment that refers specifically to the Section(s) of this Agreement to be modified, amended, canceled, or waived and that is signed by the parties hereto.

10.   Counterparts. This Agreement may be executed in counterparts, including without limitation by way of an e-mail of a .pdf attachment, each of which shall be deemed an original and collectively and separately constitute one and the same instrument.

11.   Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

12.   Severability. The invalidity of any part of this Agreement shall not render invalid the

remainder of this Agreement. If any provision of this Agreement is determined to be unenforceable, this Agreement shall be reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent.

13.   <u>Headings; Recitals</u>. The headings of the Sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. The Recitals set forth above shall be incorporated and made a substantive part herby by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS**

By: _____

Title: _____

[PTI]

By: _____

Title: _____