<center>IANA COMMUNITY AGREEMENT</center>

This IANA Community Agreement ("<u>Agreement</u>") is entered into effective as of this __ day of _____ ("<u>Effective Date</u>"), by and among the IETF Trust, a Virginia common law trust ("<u>IETF Trust</u>") and _____ ("Names Community"), _____ ("Numbers Community") and the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation ("Protocol Community") (the Names Community, Numbers Community, and Protocol Community are referred to collectively as the "Operational Communities").

ARTICLE 1   DEFINITIONS

1.1   <u>Affiliate</u>: With respect to a party hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such party, together with all officers, members, managers and directors of such party, corporation or business entity. For this purpose, the word "control" shall mean direct or indirect ownership of fifty percent (50%) or more of the equity or voting shares or interest of such corporation or business entity having the right to vote for the election of directors, or the power to appoint a majority of the board of directors or other governing body or otherwise to direct the management and policies of such corporation or business entities, whether by contract or otherwise. For the avoidance of doubt, the Internet Society, a District of Columbia non-profit corporation, is not an Affiliate of the IETF Trust.

1.2   <u>IANA Intellectual Property</u>: All rights owned, held or controlled by the IETF Trust throughout the world in the names "Internet Assigned Numbers Authority" and "IANA", including all associated designs and logos, and all derivatives, variants, combinations and modifications thereof and all Internet domain names including any material portion of any of the foregoing.

1.3   <u>IANA Names Services</u>: Those services so designated in Exhibit A

1.3   <u>IANA Numbers Services</u>: Those services so designated in Exhibit A

1.4   <u>IANA Protocol Services</u>: Those services so designated in Exhibit A

1.5   <u>IANA Services</u>: the IANA Names Services, IANA Numbers Services, IANA Protocol Services.

ARTICLE 2   COMMUNITY COORDINATION GROUP

2.1   Formation of CCG. The parties shall form an IANA Community Coordination Group ("CGG") in accordance with the terms set forth below to provide guidance and advice to the IETF Trust regarding the stewardship of the IANA Intellectual Property.

2.2   Composition of CCG. The CCG will be comprised of nine (9) individuals, three (3) appointed by each of the Operational Communities ("CCG Representatives"). The initial CCG Representatives are set forth in Exhibit B. An Operational Community shall have the right to change any of its CCG Representatives upon written notice to the other Operational Communities and the IETF Trust. Operational Communities may remove or replace their CCG Representatives for any reason. The means and procedures by which an Operational Community elects to select, appoint and remove its own CCG Representatives shall be determined solely by that Operational Community and such procedures and compliance therewith are beyond the scope of this Agreement.

2.3   CCG Co-Chairs.

  a. Each Operational Community shall appoint one of its Representatives as a co-chair of the CCG. The initial CCG co-chairs are set forth in Exhibit B. An Operational Community shall have the right to change any of its CCG co-chair upon written notice to the other Operational Communities and the IETF Trust. Operational Communities may remove or replace their CCG co-chairs for any reason.

  b. The CCG co-chairs shall be the IETF Trust's primary points of contact with the CCG and the CCG co-chair appointed by a particular Operational Community shall be the IETF Trust's primary point of contact with such Operational Community.

  c. The IETF Trust shall be authorized hereunder to treat a communication from any CCG co-chair as a communication from the CCG as a whole, and the IETF Trust shall not be required to make any additional inquiry regarding the authority or validity of instructions or requests made by any co-chair on behalf of the CCG.

  d. The IETF Trust shall be authorized hereunder to treat a communication from any CCG co-chair as a communication from that co-chair's Operational Community, and the IETF Trust shall not be required to make any additional inquiry regarding the authority or validity of instructions or requests made by any co-chair on behalf that co-chair's Operational Community.

2.4   CCG Operational Procedures. The CCG shall establish its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, action taken outside of meetings and the like, at its first meeting, and shall thereafter revise such rules and procedures as permitted thereby. Such procedures shall not constitute a part of this Agreement, and compliance with such procedures shall be beyond the scope of this Agreement. The CCG may invite representatives of the IETF Trust to attend its meetings, but such attendance is not required, or the CCG may request the IETF Trust to appoint a liaison/non-voting ex officio member to the CCG.

ARTICLE 3   STEWARDSHIP OF IANA INTELLECTUAL PROPERTY

3.1   General. It is acknowledged that the IETF Trust, as owner of the IANA Intellectual Property, has the fiduciary responsibility and sole legal right to maintain, license and enforce the IANA Intellectual Property. However, the IETF Trust recognizes the interest of the Operational Communities in ensuring a reliable and robust Internet names function. Accordingly, the IETF Trust agrees, as set forth below, to seek the advice of the CCG with respect to certain matters concerning the IANA Intellectual Property.

3.2   Licenses to IANA Operators.

a.   The IETF Trust shall license the IANA Intellectual Property, including the use of associated domain names, to one or more third party operators ("IANA Operators") for use in connection with performing IANA Services under one or more written license agreements ("License Agreements").

b.   It is agreed by the Parties that the initial IANA Operator for each IANA Service shall be [PTI].

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

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

The IETF Trust acknowledges that each Operational Community may develop specific requirements relating to its designated IANA Service. The CCG co-chair representing an Operational Community shall have the right to instruct the IETF Trust to terminate the License Agreement with then-current IANA Operator with respect to such Operational Community's designated IANA Service. The IETF Trust shall ensure that its License Agreements with the IANA Operators permit termination upon such notification after a reasonable transition period not to exceed [180 days]. The IETF Trust shall terminate the relevant IANA Operator's License Agreements with the minimum allowable notice period.

d.   Operational Community IANA Operator Request.

        (i) Upon the request of an Operational Community, the IETF Trust will attempt in good faith to negotiate a License Agreement with a prospective IANA Operator relating to the Operational Community's designated IANA Service. In the event that, after expending good faith efforts for a reasonable period of time, the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement, the IETF Trust shall so notify the requesting Operational Community and the reasons therefore. Under no circumstances shall the

IETF Trust be required to enter into a License Agreement that contains terms that are unacceptable to the IETF Trust in its sole discretion.

(ii) Notwithstanding the foregoing, the IETF Trust and each Operational Community acknowledge that the License Agreement that the IETF Trust has executed with the initial IANA Operator as of the Effective Data (the "Initial License Agreement") is acceptable to it.

e.   Each of the Operational Communities agrees that it shall monitor the IANA Operator's use of the IANA Intellectual Property with respect to its designated IANA Service and shall promptly notify the IETF Trust of any failures or deficiencies in the quality of service provided by the IANA Operator. The IETF Trust will cooperate with the relevant Operational Community in communicating with the IANA Operator and seeking to address such failures or deficiencies.

f.   In the event that the IETF Trust believes that an IANA Operator has materially breached its License Agreement with respect to an IANA Service, the IETF Trust shall consult with the relevant Operational Community (through its CCG co-chair) regarding an appropriate course of action, including potential termination of such License Agreement.

3.3   <u>Maintenance of IANA Intellectual Property</u>. The IETF Trust agrees that it shall hold, maintain and renew registrations on the current IANA Intellectual Property in accordance with best practices in the intellectual property management field. The IETF Trust shall consider the CCG's recommendations regarding the registration of IANA Intellectual Property in additional territories and classes of goods and services. With respect to the Internet domain names constituting part of the IANA Intellectual Property, the IETF Trust shall ensure that the registrars selected for such domain names meet the requirements set forth in Exhibit C.

3.4   <u>Policing and Enforcement of IANA Intellectual Property</u>. Each party shall notify the other parties of any suspected infringement of the IANA Intellectual Property that comes to its attention. The IETF Trust has a fiduciary duty and the sole legal right and discretion to enforce the IANA Intellectual Property against third parties. The IETF Trust will consult with the CCG prior to initiating any enforcement action against a third party regarding the IANA Intellectual Property, and may bring any such enforcement action when it deems that such enforcement is warranted in its reasonable discretion. The IETF Trust shall be entitled to retain all damages and other recoveries resulting from such enforcement actions, after reimbursing from such recoveries the Operational Communities for any expenditures made in connection with such enforcement actions (provided that such expenditures are reasonable and pre-approved by the IETF Trust prior to being incurred).

ARTICLE 4   OWNERSHIP

Each of the Operational Communities hereby acknowledges that the IETF Trust is the owner of the IANA Intellectual Property and all goodwill therein and arising from its use, and that nothing in this Agreement or otherwise grants such Operational Community any ownership or license right in or to any such IANA Intellectual Property. Each Operational Community agrees that it shall not (a) register or reserve any name, mark, logo, word or design that is confusingly similar to any IANA Intellectual Property as a trademark, service mark, certification mark, trade name, domain name or

search term in any jurisdiction in the world, (b) challenge Licensor's ownership of or the validity of the Licensed Mark, any application for registration or registration thereof or any rights of the IETF Trust therein; (c) do any act that is likely to invalidate or impair any IANA Intellectual Property; or (d) use, suffer or permit the use of any IANA Intellectual Property in any manner that would tend to devalue, injure, demean or dilute the goodwill or reputation of the IETF Trust or the IANA Intellectual Property.

ARTICLE 5   TERM AND TERMINATION

5.1   Term. This Agreement shall remain in effect from the Effective Date until terminated by mutual agreement of the IETF Trust and [at least two] Operational Communities.

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

ARTICLE 6   LIABILITY

6.1   Exclusion of Certain Damages. NO PARTY SHALL BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES TO ANY OTHER PARTY OR TO ANY THIRD PARTY OR ENTITY SUFFERED BY THAT PARTY OR ANY OTHER PERSON OR ENTITY RESULTING FROM ANY CAUSE UNDER THIS AGREEMENT, EVEN IF FORESEEABLE.

6.2   Limitation of Damages. Each Party's total liability hereunder to any other party, whether in contract, in tort or otherwise (including breach or warranty, negligence, and strict liability in tort) shall be limited to an amount equal to One Thousand U.S. Dollars.

ARTICLE 7   GENERAL PROVISIONS

7.1   Disputes. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, excluding its conflicts of law provisions. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the U.S. District of Northern Virginia for the resolution of all disputes concerning the interpretation, enforcement, breach and termination of this Agreement.

7.2   Notices. Any notice or report required or permitted to be given or made under this Agreement by a party hereto to any other party shall be given by registered mail or overnight courier (return receipt requested), to the parties at the addresses indicated below, and shall be effective upon the earlier of the date of actual receipt by the addressee or the date three (3) days after the same was posted or sent. Notices shall be sent to:

[OPERATIONAL COMMUNITIES]

[insert addresses]

IETF TRUST

[insert address]

A party hereto may change its address or contact person by giving written notice to the other parties pursuant to this Agreement.

7.3   Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), the parties hereto agree that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

7.4   Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

7.5   Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the parties with respect to the matters contained herein and supersede any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by the parties hereto.

7.6   Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement, in whole or in part, shall not be assignable by any party hereto to any third party without the prior written consent of the other.

7.7   Non-Waiver. The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

7.8   Independent Contractors. The parties hereto are independent contractors. No party is, or will be deemed to be, the partner or legal representative or agent of any other party, nor shall any party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

7.9   Publicity. No party shall make any public announcement, press release or disclosure of the terms of this Agreement without the prior written consent of each other party hereto.

7.10   Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

[Names Community]

By: _____

Name: _____

Title: _____

[Numbers Community]

By: _____

Name: _____

Title: _____

[Protocol Community]

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

EXHIBIT A

IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

[describe]

IANA NUMBERS SERVICE

[describe]

IANA PROTOCOL SERVICE

These include (i) assigning and registering Internet protocol parameters as directed by the criteria and procedures specified in RFCs, including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignment, as well as procedures and criteria directed by Supplemental Agreements agreed to between the IETF and the protocol service provider; (ii) providing on-line facilities for the public to request Internet protocol parameter assignments; (iii) making available to the public, on-line and free of charge, information about each current assignment, including contact details for the assignee.

EXHIBIT B

COMMUNITY COORDINATION GROUP

<u>Names Community Representative members</u>:

1. [co-chair]

2.

3.

<u>Numbers Community Representative members</u>:

1. [co-chair]

2.

3.

<u>Protocol Community Representative members</u>:

1. [co-chair]

2.

3.

EXHIBIT C

DOMAIN NAME REGISTRAR REQUIREMENTS

i. For changes to the technical contact information, approval of both the technical and administrative contact is required. The registrant can override the need for the other parties to approve, but only after a period of no more than 10 days.

ii. The name must be configured to renew automatically. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The IETF Trust shall arrange sufficient funds to ensure renewal is successful. Notices of pending, successful, and failed renewals must go to both technical and administrative contacts.

iii. The name must be set to prohibit registrar transfers. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The IETF Trust shall arrange sufficient funds to ensure renewal is successful. Transfer approval notices must be set to both technical and administrative contacts.

iv. The name must be configured to prohibit deletion. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above.

v. The name must be configured to prohibit update. To permit the functions below, removal of this setting requires approval only by one of the administrative or technical contact, with notices going to both contacts.

vi. For changes to DS or NS records to be passed through the registry, such changes can be made entirely by the technical contact, but with notification to the administrative contact.

vii. Optionally, for changes to DS or NS records to be passed through the registry, such changes can be made by the administrative contact only with the approval of the technical contact.