

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is dated as of [●] 2016 and is entered into by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“**ICANN**”), and Public Technical Identifiers, a California nonprofit public benefit corporation (“**PTI**”), and shall be effective as of the last date on which each of the conditions set forth in ARTICLE I have been satisfied (the “**Effective Date**”). ICANN and PTI may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, following the transition of the National Telecommunications and Information Administration’s stewardship role of the IANA Names Service, IANA Number Service and the IANA Protocol Parameter Service (as such terms are defined in Schedule B hereto, the “**IANA Services**”) to the global multi-stakeholder community, PTI will perform the IANA Services on behalf of ICANN; and

WHEREAS, ICANN and PTI desire to enter into this Agreement pursuant to which ICANN shall provide the services set forth herein to facilitate PTI’s performance of the IANA Services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: CONDITION PRECEDENT

Section 1.1 Condition Precedent

This Agreement shall be effective as of the last date on which the following conditions have been satisfied: (a) the agreement between ICANN and the United States Department of Commerce (“**DOC**”), effective as of 01 October 2012 (including any extension thereof) has terminated or expired and (b) ICANN has accepted the responsibility to coordinate and administer the services that were previously provided thereunder.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Section 2.1 ICANN’s Warranties. ICANN represents and warrants that (a) it has all necessary rights and powers to enter into and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by ICANN has been duly authorized by all necessary corporate action and does not violate any applicable law to which ICANN is subject; and (c) the execution, delivery and performance of this Agreement by ICANN do not (i) require a consent or approval under, or (ii) as of the Effective Date, conflict

with, result in any violation or breach of, constitute a default under, or accelerate any rights in favor of a third party under, any agreement between ICANN and a third party.

Section 2.2 PTI Warranties. PTI represents and warrants that (a) it has all necessary rights and powers to enter into and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by PTI has been duly authorized by all necessary corporate action and does not violate any applicable law to which PTI is subject; and (c) the execution, delivery and performance of this Agreement by PTI do not (i) require a consent or approval under, or (ii) as of the Effective Date, conflict with, result in any violation or breach of, constitute a default under, or accelerate of any rights in favor of a third party under, any agreement between PTI and a third party.

ARTICLE III:SERVICES

Section 3.1 Services. ICANN hereby agrees to provide, or cause its affiliates to provide, to PTI the services listed in Schedule A (together with the services and other obligations contemplated by Articles IV and VI and as modified pursuant to Section 3.2, the “**Services**”). ICANN’s obligation to provide the Services is subject to the terms, limitations and conditions set forth in this Agreement, including Schedule A.

Section 3.2 Review and Additional Services. The Parties agree that the scope, frequency and manner of delivery of the Services detailed herein are subject to periodic review by the Parties. Upon the mutual agreement of the Parties, (a) additional or new services which are not currently contemplated in this Agreement may be added to Schedule A from time to time, and (b) one or more Services may be modified, or terminated and deleted from Schedule A from time to time.

Section 3.3 Performance Standards.

(a) ICANN agrees to use commercially reasonable efforts to provide the Services in accordance with the standards, practices and procedures established by ICANN for its own operations, unless otherwise agreed by ICANN and PTI. ICANN shall comply with all laws, regulations, rules and orders applicable to (i) PTI with respect to the Services provided hereunder and (ii) ICANN with respect to its own operations.

(b) ICANN may make changes from time to time in the manner of performing the Services, and may suspend or terminate the provision of one or more of the Services, to the extent that ICANN is making similar changes in the manner of performing, or is similarly suspending or terminating, similar services for itself, provided in each case that any such suspension, termination, or change must not create any material risk to the security and stability of the domain name system.

Section 3.4 Confidentiality. Each Party agrees, in the performance of this Agreement, to keep the information furnished by the other Party or acquired or developed by the other Party in performance of this Agreement, in the strictest confidence. Each Party also agrees

not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, and shall take reasonable measures to restrict access to such information while in such Party's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. Each Party agrees to immediately notify the other Party in writing in the event that such Party determines or has reason to suspect a breach of this requirement has occurred. Nothing in this Section 3.4 shall prohibit (i) ICANN from complying with its obligations under the Service Level Agreement for the IANA Number Services, dated 29 June 2016, among ICANN and the Regional Internet Registries party thereto, and the IETF-ICANN Memorandum of Understanding Concerning the Technical Work of the Internet Assigned Numbers Authority, ratified on March 10, 2000, in each case as supplemented and amended, or (ii) ICANN or PTI from complying with their disclosure obligations required by ICANN's Bylaws or PTI's Bylaws. Upon termination or expiration of this Agreement or upon request of the disclosing party of confidential information, the receiving party shall return to the disclosing party or confidentially destroy (and certify such confidential destruction in a form reasonably acceptable to the disclosing party) all confidential information of such disclosing party, all documents and media containing such confidential information and any and all copies or extracts thereof; provided, that the receiving party may retain one copy of any such tangible embodiments for archival purposes. Upon written request by the disclosing party, the receiving party shall promptly cease, and shall cause its recipients to cease, use of such confidential information as well as any information or materials that contain, incorporate or are derived from such confidential information.

Section 3.5 Disclaimer of Warranties. THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING ANY SERVICE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL GUARANTIES, WARRANTIES, CONDITIONS AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY REJECTED AND DISCLAIMED.

Section 3.6 Limitation of Liability. None of ICANN or any of its directors, officers, employees, contractors or agents shall be liable to PTI for any losses or damages arising out of or in connection with any act or omission of ICANN or any of its directors, officers, employees, contractors or agents pursuant to this Agreement or with respect to the Services. If ICANN fails to provide a Service hereunder or fails to provide a Service in accordance with the performance standard specified in Section 3.3(a), ICANN's sole liability, and PTI's sole remedy, shall be ICANN's performance of such Services in accordance with the terms of this Agreement.

ARTICLE IV: FACILITIES

Section 4.1 Facilities. ICANN shall provide adequate office space and related facilities to

enable PTI to perform the IANA Services that PTI is performing on ICANN's behalf (the "Facilities"). The costs and expenses relating to PTI's use of the Facilities shall be allocated pursuant to Section 5.15.2.

Section 4.2 Vacating of Facilities. PTI agrees and covenants as follows: (a) to vacate the Facilities immediately upon termination or expiration of the applicable underlying lease; (b) not to make any alteration or addition to the Facilities without ICANN's consent (which shall not be unreasonably withheld or delayed); (c) to leave the Facilities in as good as condition as when first occupied by PTI (normal wear and tear excepted); and (d) to comply with the provisions of any law and/or the underlying lease in respect to the Facilities. ICANN covenants to permit PTI to peaceably use the Facilities during the term of PTI's use thereof. ICANN shall provide PTI no less than 30 calendar days written notice prior to the termination or expiration of the underlying lease for the Facilities.

ARTICLE V: ~~ALLOCATION OF COSTS AND EXPENSES~~

Section 5.1 IANA Services. PTI will perform the IANA Services on behalf of ICANN, and the value for these services shall be invoiced quarterly by PTI to ICANN. The value of the services will be estimated by PTI at cost. Costs include all costs incurred for the purpose of rendering the IANA Services and all other corporate costs incurred to operate PTI.

~~Section 5.2 Section 5.1 Costs~~. ~~The costs and expenses to be allocated to PTI for the Services shall be the actual costs (on a fully allocated basis) incurred, and value of the resources utilized, by ICANN in connection with the provision of such Services. These costs and resources include all~~ ICANN services to PTI. ICANN allocates to PTI the actual costs of the Services that it renders under this Agreement. Such costs reflect the fully absorbed value of the expenses incurred to render the Services, inclusive of direct and incremental costs attributable to personnel (including personnel time), materials and supplies, and third-party services and programs ~~incurred in rendering the Services,~~ and any specifically-identifiable indirect costs (including Facilities costs) that relate to the aforesaid costs, in each case, inclusive of taxes. ~~PTI's budget shall set forth estimated costs for the Services under this Agreement~~ ICANN transfers to PTI all applicable costs that it incurs to render the Services as per ICANN's cost management approach, either specifically and exclusively for the IANA Services, or as part of a Service that it performs for itself. Actual costs are estimated when the specific portion of the costs incurred that should be transferred to PTI is not available. Costs are incurred by ICANN in accordance with its procurement policies and practices, and after defining the most appropriate resources to ensure the best value is obtained, resulting from the highest benefit for the lowest cost. ICANN's procurement policies and practices require that decisions are taken in a manner free of conflicts of interest. ICANN identifies resources under an assumption of continued operations. ICANN shall provide PTI with a quarterly invoice detailing the Services provided hereunder and the reimbursable amounts payable pursuant to the preceding sentence. Payment for the Services shall be due and payable on the 30th day following receipt of the invoice therefor. ~~ICANN's budget shall set~~

~~ICANN will draft language that describes the methodology for developing the specific costs and commit to providing costs for each of the services with the first quarterly invoice. The estimated annual costs~~

forth estimated costs for the Services under this Agreement.

Section 5.3 ~~Section 5.2~~ Employee Expenses. ICANN shall allocate to PTI, with respect to the Services performed by ICANN hereunder, a pro-rata allocation of the total compensation (including benefits) of ICANN personnel (including PTI Personnel, as defined Section 6.2 below), based upon the evaluation of time worked in connection with the performance of the Services on behalf of PTI.

Section 5.4 ~~Section 5.3~~ No Profit or Loss. It is the intention of the Parties that no Party shall realize a profit nor incur a loss as a result of the Services provided and costs and expenses incurred hereunder and the allocation of all costs and expenses for such Services shall be made consistent with such intention.

Section 5.5 ~~Section 5.4~~ Maintenance of Books. ICANN and PTI each shall maintain its own books, accounts and records in such a way as to disclose clearly and accurately the nature and detail of the transactions between them (including the performance of the Services by ICANN hereunder), including such accounting information as is necessary to support the allocation of costs and expenses under this Agreement, and such additional information as ICANN or PTI may reasonably request for purposes of its internal bookkeeping and accounting operations.

ARTICLE VI: PERSONNEL MATTERS

Section 6.1 Personnel.

(a) Services provided to PTI hereunder shall be performed by those employees and independent contractors of ICANN who perform equivalent services for ICANN in the normal course of their employment or engagement with ICANN (“**ICANN Personnel**”). Accordingly, ICANN shall not be obligated to make available any Services to the extent that doing so would unreasonably interfere with the performance by any ICANN Personnel of services similar to the Services for ICANN, or otherwise cause an unreasonable burden to ICANN, provided in each case that any such suspension, termination, or change must not create any material risk to the security and stability of the domain name system. ICANN shall give PTI notice as soon possible in the event of such an anticipated suspension, termination or change to a Service, but in no event is ICANN required to give more than 30 days prior notice.

(b) Subject to Section 6.3, notwithstanding anything herein to the contrary, whenever ICANN utilizes ICANN Personnel to perform the Services, such ICANN Personnel shall at all times remain employees or independent contractors, as applicable, of ICANN, subject solely to the direction or responsibility of ICANN. Except for the allocation of costs and expenses contemplated by Section ~~5.2~~5.3, PTI shall

~~commit to providing costs for each of the services with the first quarterly invoice. The estimated annual costs for the services that PTI requires are reflected in the FY17 approved Operating Plan and Budget, which can be used as a reference for the purpose of this agreement.~~

have no liability to ICANN for such ICANN Personnel for their welfare, salaries, fringe benefits, legally required employer contributions and tax obligations. In no event will PTI have any liability to ICANN Personnel for their respective welfare, salaries, fringe benefits, legally required employer contributions and tax obligations. The independent contractor status of any independent contractor engaged by ICANN shall not be affected by this Agreement.

Section 6.2 Employee Benefit Plans. ICANN shall ensure that all employees of ICANN seconded to PTI (“**PTI Personnel**”) are eligible to participate in the employee benefit plans of ICANN on the same terms and conditions as similarly situated employees of ICANN. All employees of ICANN who are assigned to ICANN’s IANA department as of the date hereof and perform services related to the IANA Names Service shall, effective as of the Effective Date, be seconded to PTI hereunder and considered PTI Personnel (so long as such personnel are employed by ICANN as of the Effective Date and remain employed by ICANN thereafter). Nothing in this Agreement shall be deemed to prohibit ICANN from terminating, changing or altering its employee benefits plans in any manner at any time.

Section 6.3 Employee Transition.

(a) Prior to the third anniversary of the Effective Date, ICANN shall assist PTI with (i) obtaining the same or comparable employee benefits plans to those administered by ICANN as of the Effective Date, and (ii) implementing the systems, processes, and policies necessary to enable PTI to maintain an employee workforce sufficient to perform the IANA Services that PTI is performing on ICANN’s behalf. Following the date that PTI implements these benefits, systems and processes (“**Employee Transition Date**”), (y) ICANN shall permit PTI to, and PTI may in its discretion, offer all full-time PTI Personnel (determined at that time) employment with PTI on terms and conditions mutually agreed between ICANN and PTI, and (z) following receipt of written notice from PTI of PTI Personnel’s acceptance of an offer of employment with PTI, ICANN shall terminate the employment of any such PTI Personnel. Following the Employee Transition Date, ICANN may modify the Services as appropriate to reflect the change in circumstances contemplated by this Section 6.3.

(b) Following the date hereof and prior to the Employee Transition Date, all new hire employees intended to be transitioned to PTI for employment shall be employed by ICANN and seconded to PTI. ICANN shall inform such new hires that the intent is to transition their employment to PTI following the Employee Transition Date. Following the Employee Transition Date, PTI shall employ its new hire employees.

ARTICLE VII:RECORDS AND INFORMATION

Section 7.1 Ownership and Custody of Records. All records, books and files established and maintained by ICANN by reason of its performance of Services under this Agreement, which, absent this Agreement, would have been held by PTI, shall be deemed the property of PTI and shall be maintained in accordance with applicable laws and regulations. All such

records, books and files shall be promptly transferred to PTI by ICANN upon termination of this Agreement.

Section 7.2 Assistance. To the extent that a Party shall from time to time require information (including audited or unaudited financial statements) concerning the other Party in order to satisfy reporting or disclosure obligations pursuant to any rule, regulation or other requirement of any governmental entity, a Party shall furnish or cause to be furnished to other Party such information as may be required as promptly as may be practicable. ICANN shall also reasonably cooperate with PTI in connection with the audits contemplated by PTI's Bylaws and the applicable provision of the IANA Naming Function ~~–Agreement~~Contract between the Parties, dated as of [●] September 2016 (the “IANA Naming Function ~~Agreement~~Contract”).

ARTICLE VIII: SECURITY AND DATA PROTECTION

Section 8.1 Organizational Program for the Protection of Confidential Information. ICANN shall develop, implement and maintain a comprehensive written information security program that sets forth the Technical and Organizational Security Measures that reflect the identification and assessment of reasonably foreseeable internal and external risks to confidential information. “**Technical and Organizational Security Measures**” means reasonably appropriate administrative, technical and physical safeguards intended to protect against reasonably anticipated threats or hazards to the security, integrity and confidentiality of confidential information (including any unauthorized access to or disclosure of confidential information), commensurate with the type of confidential information in ICANN's possession, custody or control including all such measures as are required by applicable laws. ICANN shall review such program at least annually or whenever there is a material change in operations or business practices that may reasonably implicate the security or integrity of confidential information. ICANN shall educate and train appropriate employees consistent with such program and have an appropriate disciplinary process for employees in the event of noncompliance with the requirements of such program.

Section 8.2 Business Continuity and Disaster Recovery. ICANN shall develop, implement and maintain a comprehensive written disaster recovery program that sets forth comprehensive disaster recovery, contingency and business continuity plans with respect to this Agreement, in order to best protect the confidential information and business-critical Services under this Agreement from all types of disasters and events. ICANN shall review such program at least annually or whenever there is a material change in operations, risks, business practices or industry standards that reasonably implicate the disaster recovery program. ICANN shall educate and train appropriate employees consistent with such program.

Section 8.3 Technical Measures for the Protection of Confidential Information. ICANN shall at all times protect the confidential information of PTI with at least the same Technical

and Organizational Security Measures and level of care with which it protects its own confidential information of like kind.

ARTICLE IX:INDEMNIFICATION

Section 9.1 Indemnification Obligations. Each Party shall, at its own cost, (a) defend (including paying attorneys' fees, expert witness fees, court reporters, paying court and administrative costs payable to the forum where a Claim is brought and other costs of defense), and indemnify and hold harmless the other Party and their officers, directors, members, shareholders, agents and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, causes of action, suits or proceedings (each, a "**Claim**") brought against any Indemnified Parties by a third party to the extent arising out of, resulting from or related to:

- (i) any personal injury (including death) or property damage arising out of the indemnifying Party's negligence or willful misconduct;
- (ii) the indemnifying Party's violation of any law, rule or regulation; or
- (iii) the indemnifying Party's breach of this Agreement;

and (b) indemnify and hold the Indemnified Parties harmless from: (i) all awards, judgments, fines and penalties, and any other amounts regardless of how characterized by the court or other forum hearing or adjudicating the Claim payable by the Indemnified Parties to the third parties bringing such Claims; (ii) any settlement amounts payable to the third parties bringing the Claims, in order to settle such Claims; and (iii) any other losses, damages, liabilities, costs and/or expenses (including court and/or administrative costs) arising from such third-party Claims, which, but for the Claims, would not have been suffered or incurred by the Indemnified Parties.

ARTICLE X:TERM; RENEWAL; TRANSITION AND TERMINATION

Section 10.1 Term. This Agreement shall be for a term beginning on the Effective Date and shall remain in effect thereafter until terminated pursuant to Section 10.2.

Section 10.2 Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time:

- (a) by the mutual written consent of ICANN and PTI;
- (b) by ICANN upon 30 calendar days written notice to PTI, if PTI ceases to be an affiliate of ICANN (i.e. ICANN is the sole member of PTI, with the ability to elect at least a majority of the directors of PTI's Board of Directors);

(c) by ICANN upon 30 calendar days written notice to PTI, if (i) PTI has provided ICANN with written notice that PTI no longer requires ICANN to provide the Services contemplated by this Agreement, or (ii) the IANA Naming Function [AgreementContract](#) and each of the Subcontract Agreements between ICANN and PTI relating to the IANA Number Services and the IANA Protocol Parameter Service, dated as of [●] September 2016 (the "Subcontract Agreements"); have each expired or terminated in accordance with their terms; or

(d) by either ICANN or PTI (provided that the terminating Party is not then in material breach of any covenant or other agreement contained herein), by written notice to the other Party, if there shall have been a material breach of any of the provisions of this Agreement by the other Party; provided that (i) such breach has not been waived by the terminating Party; (ii) such breach has not been cured within 30 days following the terminating Party's written notice of such breach; (iii) if such breach cannot reasonably be cured within 30 days, the breaching Party is diligently proceeding to cure such breach; and (iv) in the case of a termination by ICANN, and if PTI is an affiliate of ICANN at the time of such breach, such breach of this Agreement by PTI is a breach other than failure to pay amounts due under this Agreement to ICANN.

Section 10.3 Survival. Upon the expiration or termination of this Agreement under this ARTICLE X, this Agreement shall become wholly void and of no further force and effect, and following such expiration or termination no Party shall have any liability under this Agreement to the other Party, except that each Party hereto shall remain liable for any breaches of this Agreement that occurred prior to its expiration or termination; provided, however, that the following provisions shall survive the expiration or termination of this Agreement: ARTICLE II, Sections 3.4, Section 3.5, Section 3.6, ARTICLE VII, ARTICLE IX (but only with respect to obligations accruing prior to the expiration or termination of this Agreement), Section 10.3, and ARTICLE XI.

ARTICLE XI: MISCELLANEOUS

Section 11.1 Notices. All notices to be given under or in relation to this Agreement shall be given either (a) in writing at the address of the appropriate Party as set forth below or (b) via electronic mail as provided below, unless that Party has given a notice of change of postal or email address, as provided in this Agreement.

If to ICANN:

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Attn: President and Chief Executive Officer

Phone: +1-310-301-5800

Email: [●]

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

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Attn: General Counsel
Phone: +1-310-301-5800
Email: [●]

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

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Attn: [Vice President, IANA Operations]
Phone: +1-310-301-5800
Email: [●]

If to PTI:

Public Technical Identifiers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Attn: [●]
Phone: [●]
Email: [●]

Any notice required by this Agreement shall be deemed to have been properly given (a) if in paper form, when delivered in person or via courier service with confirmation of receipt or (b) if by electronic mail, upon confirmation of receipt by the recipient's email server, provided that such notice via electronic mail shall be followed by a copy sent by regular postal mail service within three calendar days. In the event other means of notice become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

Section 11.2 Amendments. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived only by a physical writing referencing this Agreement, and either (a) manually signed by the Parties to be bound or (b) digitally signed by the Parties to be bound.

Section 11.3 Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof.

Any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of the Party entitled to the benefits of any such waived term or provision. The failure or delay of any Party to assert or enforce at any time any provision of, or any of its rights under, this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 11.4 Severability. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

Section 11.5 Assignment and Subcontracting.

(a) Neither Party may assign or transfer this Agreement, or any obligation under this Agreement (in whole or in part, and whether voluntarily, involuntarily, or by operation of Law) without the other Party's prior written consent.

(b) PTI shall not subcontract all or any portion of its rights or obligations under this Agreement, provided that PTI shall be able to obtain the services of third-party consultants to facilitate PTI's performance of its obligations under the IANA Naming Function ~~Agreement~~Contract and the Subcontract Agreements.

Section 11.6 Governing Law. The Parties agree that this Agreement, and any and all disputes arising out of or related to this Agreement shall be governed by, construed, and enforced in all respects in accordance with the Laws of the State of California, United States of America, 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. Notwithstanding the foregoing, the Parties agree that prior to pursuing any proceeding, action, lawsuit or other equitable or legal remedy in connection with disputes arising out of this Agreement, the Parties shall first negotiate in good faith with each other regarding such dispute. Unless otherwise stated, each of a Party's rights and remedies set out in this Agreement are cumulative and additional to remedies provided at law, in equity or under this Agreement.

Section 11.7 Third-Party Beneficiaries. No provision of this Agreement is intended to, nor shall be interpreted to, provide or create any rights, benefits or any other interest of any kind in any third party or create any obligations of ICANN or PTI to any third party, including any employee or independent contractor of ICANN or PTI.

Section 11.8 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, ICANN shall not be required to provide any Service, in whole or in part, to the extent the provision of such Service becomes impracticable as a result of a cause or causes outside the reasonable control of ICANN (including due to fire, flood, storm, earthquake or

other acts of God, riot, war, terrorism, rebellion, or other acts of war or civil unrest, utility outages or interruptions, strike, lockout, any Law, demand or other requirement of any governmental entity, and all other causes outside of ICANN's reasonable control), including unfeasible technological requirements, or to the extent the performance of such Services would require the ICANN to violate any applicable laws, rules or regulations or would result in the breach of any agreement with any third party. When affected by any such event, ICANN shall: (a) promptly notify PTI of the occurrence of such an event and describe in reasonable detail the nature of the event, and (b) use commercially reasonable efforts to (i) resume performance of its obligations under this Agreement as soon as reasonably practical; and (ii) pending such resumption, to facilitate any commercially reasonable efforts that PTI may make to procure alternative services.

Section 11.9 English Version. If this Agreement is translated into any language other than English, and if there is a conflict between the English version and the translated version, then the English version shall prevail in all respects.

Section 11.10 Savings Clause. Any delay, nonperformance or other breach by a Party of its obligations under this Agreement and any liability therefor, shall be excused to the extent such failure is caused by the other Party's acts or omissions or the acts or omissions of such Party's affiliates, including such Party's failure to perform its obligations under this Agreement.

Section 11.11 Cumulative Remedies. Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party.

Section 11.12 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties.

Section 11.13 Headings. The Parties agree that the headings used in this Agreement are for ease of reference only and shall not be taken into account in interpreting the Agreement.

Section 11.14 Further Assurances. Subject to the terms and conditions of this Agreement, each of ICANN and PTI agrees to use commercially reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws to make effective the transactions contemplated by this Agreement.

Section 11.15 Entire Agreement. This Agreement, including all statements of work, schedules, exhibits or other attachments hereto, constitutes the entire understanding and agreement between ICANN and PTI with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

Section 11.16 Construction. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (d) the terms “Article,” “Section,” or “Schedule” refer to the specified Article, Section, or Schedule of this Agreement; (e) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”; and (f) the term “including” or “includes” means “including without limitation” or “includes without limitation” so as to not limit the generality of the preceding term. Unless otherwise stated, references to days shall mean calendar days.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**INTERNET CORPORATION FOR ASSIGNED
NAMES AND NUMBERS**

PUBLIC TECHNICAL IDENTIFIERS

By: _____
(Signature)

By: _____
(Signature)

Name (print)

Name (print)

Title

Title

Schedule A

Schedule of Services

Service	Description
Accounting	Accounting services as needed, including support for general accounting, expense Report processing, cash management, intercompany allocations, payroll banking/reconciliations, and accounts payable support.
Financial Audit	Management of the annual independent audit and internal audit services, including auditing, oversight, and special projects as needed.
Communications	Corporate communications services, including internal and external public affairs, public communications, and employee communications.
Compensation	Compensation services, including development and administration of employee compensation plans and programs, including long-term incentive plans, design and administration of compensation studies and surveys, and design of compensation related communications.
Executive and Administrative	ICANN shall assign a Treasurer and Secretary to PTI and shall provide PTI with reasonable administrative support, including as it relates to PTI's Board of Directors and PTI's interactions with the Customer Standing Committee (as such term is used in ICANN's Bylaws).
Facilities Support	Provide PTI with ancillary services related to its use and enjoyment of the Facilities, including facilities management, reception services, facility security, parking and common area usage.

Service	Description
Finance and Financial Administration	Financial reporting and budgeting and forecasting services, including support for internal and external financial reporting, annual operating plan and budget, strategic planning, and oversight of the finance functions.
Government Relations	Government relations services as needed, including advice on federal, state and local government issues affecting PTI's business and services.
Human Resources	Human resources services, including (a) payroll administration, (b) employee relations support (including coordinating employee communications), (c) employee training and development programs, (d) facilitation of employee performance management programs coordination of employee insurance plans, compensation plans, 401k plans and other employee benefits plans, and (e) administering compliance with statutory reporting obligations.
Information Systems, Development and Security	Support for servers, systems and business applications; resources for software development and maintenance; provisioning and support for end user systems; provision and maintenance of applicable hardware; and maintain necessary policies and software to facilitate the security of PTI's computer systems, including against cyber attack.
Insurance Administration	Administration and oversight of the procurement and maintenance of the company-placed insurance programs, including property, cargo, general liability, professional liability, vehicle insurance and workers' compensation, directors/officers, errors/omissions and cyber programs and other applicable business insurance programs.

Service	Description
Legal	Legal support as needed, including corporate governance, maintenance of books and records, contract management, coordination with outside counsel, and litigation management.
Meeting Facilities	Administrative support for logistics related to company-sponsored meeting facilities at PTI headquarters (including meeting rooms, A/V, and catering)
Regulatory	Such services as are necessary to assist PTI in meeting reporting requirements of applicable regulatory agencies.
Risk Management	Risk management services as needed, including management of claims activity.
Secondment	[Secondment of PTI Personnel to perform the IANA Services, per Section Sections 5.1 and 6.2 of the Agreement.] ²
Security	Security services, including cyber security, investigations, and facilities security infrastructure.
Supply Chain Services	Supply chain services as needed, including vendor management (contract negotiation and management), purchasing card administration, and energy management.
Tax Advice and Related Services	Tax services as needed, including handling the preparation and filing of federal, state, local and foreign tax returns, estimated tax payments, quarterly tax provisions and tax planning.
Telecommunications	Telecommunications support services as needed, including negotiation and administration of wireline, wireless telecom carrier contracts and support, and internal support of telecom infrastructure.

² ~~Agreement in principle; specific language is still under review.~~

Service	Description
Travel Administration	Travel services as needed, including administration of internal travel reservation support, and pricing and service negotiations with travel-related vendors (e.g. airline, hotel, rental car).

Schedule B

IANA Service Descriptions

IANA NAMES SERVICE

The IANA Names Service consists of (a) management of the DNS Root Zone; (b) management of the .INT top-level domain; (c) maintenance of a repository of internationalized domain name tables and label generation rule sets; and (d) provision of other services related to the management of .INT top-level domains.

IANA NUMBERS SERVICE

The IANA Numbers Service consists of administration of the IANA Number Registries in accordance with Global Policies and any applicable and mutually acceptable and agreed upon guidelines and procedures, including allocation of Internet Number Resources to Regional Internet Registries, the management of returned Internet Number Resources, general IANA Number Registries maintenance, and the administration of the unicast portion of the special-purpose "INADDR. ARPA" and "IP6.ARPA" DNS zones, as extensively defined in the Service Level Agreement for the IANA Numbering Services.

IANA PROTOCOL PARAMETER SERVICE

The IANA Protocol Parameter Service consist of (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) registering protocol parameters of interest to the Internet community upon agreement with other parties, provided such protocol parameters do not conflict with those specified under the terms of clause (i), (iii) 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.

Summary report:	
Litéra® Change-Pro TDC 7.5.0.176 Document comparison done on 9/14/2016 4:16:45 PM	
Style name: Sidley Default	
Intelligent Table Comparison: Active	
Original filename: Services Agreement Draft 9 7 16.docx	
Modified DMS: iw://SIDLEYDMS/ACTIVE/216845675/11	
Description: Services Agreement, Draft 9.14.16	
Changes:	
Add	24
Delete	32
Move From	5
Move To	5
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	66