

ORIGINAL

ICANN/ccTLD Manager

SPONSORSHIP AGREEMENT

.ky ccTLD

**EFFECTIVE DATE
7 JUNE 2003**

ccTLD Sponsorship Agreement

.ky

This ccTLD Sponsorship Agreement ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and the Information and Communications Technology Authority (ICTA), an independent body created under the laws of the Cayman Islands.

1 Recitals

1.1 ICANN is a non-profit corporation formed on 30 September 1998 for purposes of providing technical-coordination functions for the Internet in the public interest. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root-Server System.

1.2 The ICTA is an independent body created under the ICTA Law of 2002 of the Cayman Islands on 6 May 2002 with the intention, amongst other matters, of managing the .ky top-level domain in the public interest.

1.3 As of the date of this Agreement, the Internet Assigned Numbers Authority (the IANA), a function performed by ICANN, has concluded that ICTA should be recognized as the Sponsoring Organization, David A. Archbold should be recognized as the administrative contact, and Scott Englund of Message Secure Corporation should continue as the technical contact for the .ky top-level domain.

1.4 On 6 May 2002, the duly elected Legislative Assembly (Parliament) of the Cayman Islands enacted the Information and Communications Technology Law 2002 which, inter alia, designated the Information and Communications Technology Authority to manage, operate, and control the .ky domain space. A copy of the Information and Communications Technology Law appears as Annex 1 to this Agreement.

1.5 On 24 April 2003, by a letter signed by Mr. Kearney Gomez, Permanent Secretary of the Ministry of Planning, Communications, Works and Information Technology, formally designated the Information and Communications Technology Authority as its designee to be the .ky delegee. The letter appears as Annex 2 to this Agreement.

1.6 On 2 June 2003, Mr. David Archbold, the Managing Director of the Information and Communications Technology Authority, wrote a letter to Ms. Theresa Swinehart that confirmed that the Information and Communications Technology Authority was prepared to enter into a legally binding agreement with ICANN committing the Information and Communications Technology Authority to perform various obligations with respect to operation of the .ky top-level domain in the public interest. The 2 June 2003 letter appears as Annex 3 to this Agreement.

1.7 ICTA and ICANN desire for the Ministry of Planning, Communications, Works and Information Technology to assume responsibility for overseeing the interest of the Cayman Islands and its Internet community in management and administration of the .ky top-level domain, with ICANN continuing its role of preserving the technical stability and operation of the DNS and Internet in the interest of the global Internet community. To implement an allocation of the respective responsibilities of the Ministry of Planning, Communications, Works and Information Technology and ICANN with respect to the .ky top-level domain on that basis, and in view of the communications described in Sections 1.4, 1.5, and 1.6 above, ICTA and ICANN now enter into this Agreement to formally reflect their commitments to one another.

2 Definitions

2.1 The "Authoritative-Root Database" refers to the database described in Section 3.2.

2.2 The "Authoritative Root-Server System" means the constellation of DNS root nameservers specified, from time to time, in the file `ftp://ftp.internic.net/domain/named.root`.

2.3 Unless otherwise specified, "days" refers to calendar (rather than business) days.

2.4 The "Delegated ccTLD" means the .ky top-level domain of the Internet domain-name system.

2.5 "DNS" refers to the Internet domain-name system.

2.6 "Governmental Authority" means the Government of the Cayman Islands, as represented by the Permanent Secretary of its Ministry of Planning, Communications, Works and Information Technology.

2.7 The "Governmental Communication" means the laws, regulations, agreements, documents, contracts, memoranda of understanding, and other written instruments regulating the relationship between the Sponsoring Organization and the Governmental Authority. The Governmental Communication at the commencement of this Agreement is described in Sections 1.4 and 1.5.

2.8 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a non-profit corporation incorporated under the laws of California, USA, a party to this Agreement, or its assignee.

2.9 The "Sponsoring Organization" and "ICTA" refer to the Information and Communications Technology Authority, an independent organization created under the laws of the Cayman Islands, a party to this Agreement, or its assignee.

2.10 The "Term of this Agreement" begins on the date when this Agreement is first signed on behalf of both parties and extends until this Agreement is terminated.

3 ICANN Obligations

3.1 Recognition of the Sponsoring Organization. ICANN hereby recognizes the Sponsoring Organization as the manager of the Delegated ccTLD during the Term of this Agreement.

3.2 Authoritative-Root Database. ICANN shall maintain, or cause to be maintained, a stable, secure, and authoritative database (referred to in this Agreement as the "Authoritative-Root Database") of relevant information about TLDs maintained in the Authoritative Root-Server System. For the Delegated ccTLD, the Authoritative-Root Database shall contain information about at least the Sponsoring Organization, the administrative contact, the technical contact, and the nameservers.

3.3 Designation of Administrative and Technical Contacts. At the commencement of the Term of this Agreement, the administrative and technical contacts for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the Term of this Agreement, the Sponsoring Organization may, by notifying ICANN in writing, request a change in the designation of the administrative or technical contact. The administrative contact must reside in the territory of the Governmental Authority during the entire period he or she is designated as such. The request for designation of an administrative or technical contact must be made by the Sponsoring Organization and be accompanied by complete and accurate contact information for the newly designated contact according to Section 4.4. ICANN shall implement a request to change the administrative or technical contact for the Delegated ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.3.

3.4 Updating of Nameserver Information. At the commencement of the Term of this Agreement, the host names and IP addresses of the nameservers for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the Term of this Agreement, the Sponsoring Organization may, by notifying ICANN, request a change in the host name or IP address(es) of the nameservers for the Delegated ccTLD reflected in the Authoritative-Root Database. The initial format and technical requirements for such requests are set forth in Attachment B. Changes to the format requirements may be made by ICANN upon thirty days written notice to the Sponsoring Organization. Changes to the technical requirements may be made only with the mutual written consent of ICANN and the Sponsoring Organization (which neither party shall withhold unreasonably) or in the manner provided in Section 5. ICANN shall implement a request for a change to nameserver data for the Delegated

ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.4.

3.5 Implementation of Updates to Contact Information. ICANN shall implement a request submitted by the Sponsoring Organization under Section 4.4 to revise contact information in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of Section 4.4.

3.6 Publication of Root-Zone Whois Information. ICANN shall publish, or cause to be published, data maintained in the Authoritative-Root Database about the Delegated ccTLD. The published data shall include at least the names of the Sponsoring Organization, the Administrative Contact, and the Technical Contact. The specification of the data elements published, the means of publication, and the update frequency of the publication initially shall be as provided in Attachment C. Changes to those specifications may be made only with the mutual written consent of ICANN and the Sponsoring Organization (which neither party shall withhold unreasonably) or in the manner provided in Section 5.

3.7 Operation of Authoritative Root-Nameserver System; Contents of Authoritative Root-Zone File. ICANN shall use reasonable commercial efforts to coordinate the Authoritative Root-Server System to ensure that it is operated and maintained in a stable and secure manner. ICANN shall cause, to the extent it has the authority under its agreements and otherwise, the Authoritative Root-Server System to publish DNS resource records delegating the Delegated ccTLD to the nameservers recorded in Authoritative-Root Database.

3.8 Maintenance of Authoritative Records and Audit Trail. ICANN shall maintain, or cause to be maintained, authoritative records and an audit trail regarding ccTLD delegations and records related to these delegations.

3.9 Notification of Changes to ICANN's Contact Information. ICANN shall notify the Sponsoring Organization of any changes to ICANN's contact information no later than seven days after the change becomes effective.

3.10 Use of ICANN Name and Logo. ICANN hereby grants to the Sponsoring Organization a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is recognized by ICANN as the Sponsoring Organization for the Delegated ccTLD and (b) to use a logo specified by ICANN to signify that recognition. No other use of ICANN's name or logo is licensed hereby. This license may not be assigned or sublicensed by the Sponsoring Organization. The Sponsoring

Organization does not acquire any right, title or interest in or to any of ICANN's names or logos as a result of this Agreement.

4. The Sponsoring Organization Obligations

4.1 Provision of Nameservice for the Delegated ccTLD. The Sponsoring Organization shall use reasonable and best commercial efforts to cause the authoritative primary and secondary nameservers for the Delegated ccTLD to be operated and maintained in a stable and secure manner, adequate to resolve names within the Delegated ccTLD, and any sub-domains over which the Sponsoring Organization retains administrative authority, for users throughout the Internet.

4.2 ICANN Access to Zone Files and Registration Data for the Delegated ccTLD. The Sponsoring Organization shall ensure that the zone file and accurate and up-to-date registration data for the Delegated ccTLD is continuously available to ICANN, in a manner which ICANN may from time to time reasonably specify, for purposes of verifying and ensuring the operational stability of the Delegated ccTLD only.

4.3 ccTLD Registry Data Escrow. The Sponsoring Organization shall ensure the safety and integrity of the registry database, including the establishment at its expense of a data escrow or mirror site policy for the registry data managed by the Sponsoring Organization. The escrow agent or mirror-site operator shall be mutually approved by the Governmental Authority and the Sponsoring Organization, and shall not be under the Sponsoring Organization's control. The escrowed or mirror-site data shall be held under an agreement (the "Escrow Agreement") among the Sponsoring Organization, the Governmental Authority, and the escrow agent or mirror-site operator providing that (1) the data will be maintained by the escrow agent or mirror-site operator according to business practices prevalent within the territory of the Governmental Authority; (2) the escrow agent or mirror-site operator will verify the data to be complete, consistent, and in proper format according to a schedule and procedures to be reasonably agreed by the parties; (3) upon termination of this Agreement, the data will be provided immediately to the successor manager for the Delegated ccTLD; and (4) in the event of such provision, the successor manager shall have all rights to use of the data necessary to operate the Delegated ccTLD and its registry.

4.4 Accuracy and Completeness of Contact Information. The Sponsoring Organization shall notify ICANN of any change to the contact information about the Delegated ccTLD in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for the Delegated ccTLD must reside in the territory of the Governmental Authority during the entire period he or she is designated as such. The format of the notice shall comply with requirements established from time to time by ICANN. The initial format requirements are specified in Attachment D. Changes to the format

requirements may be made by ICANN upon thirty days written notice to the Sponsoring Organization.

4.5 Conformity to ICANN Policies. The Sponsoring Organization shall abide by ICANN policies developed in accordance to Section 5, that concern:

4.5.1 the interoperability of the Delegated ccTLD with other parts of the DNS and Internet; technical operational capabilities and technical performance of the ccTLD operator; and the obtaining and maintenance of, and public access to, accurate and up-to-date contact information for domain name registrants; and

4.5.2 other topics, in the circumstance that the registration policies for the Delegated ccTLD encourage or promote registrations from entities or individuals resident outside the territory of the Governmental Authority, to the extent those policies are applicable to the Delegated ccTLD, except where (a) the Sponsoring Organization is prohibited by law from implementing such an other ICANN policy or (b) the Governmental Authority instructs the Sponsoring Organization in writing to refrain from implementing such an other ICANN policy, with three months written notice to ICANN and the ICANN Governmental Advisory Committee.

4.6 Financial Contributions to ICANN. Throughout the Term of this Agreement, the Sponsoring Organization shall contribute to ICANN's cost of operation in accordance with an equitable scale, based on ICANN's total funding requirements (including reserves), developed by ICANN on the basis of consensus, as described in Attachment F. At ICANN's request, the Sponsoring Organization shall provide ICANN with the information reasonably necessary to calculate the amount of the Sponsoring Organization's contribution (e.g., the number of Registered Names in the ccTLD) in time for periodic calculation of that amount.

5 Establishment of Specifications and Policies

5.1 Procedure for Establishment. The specifications and policies set forth in Attachment G shall apply to the operation of the Delegated ccTLD under Section 4.5.1 beginning at the commencement of the Term of this Agreement. During the Term of this Agreement, new or revised ICANN specifications and policies applicable to the Sponsoring Organization shall be established according to procedures that comply with ICANN's bylaws and articles of incorporation. In addition, new or revised ICANN specifications and policies established during the Term of this Agreement that are required by this Agreement to be established in the manner specified in this Section 5 shall be developed according to procedures that provide the Sponsoring Organization with input into the decision making

process, including where feasible (a) prior notice (by web posting, by e-mail, or according to Section 6.8) to the Sponsoring Organization explaining what specification or policy is being considered for adoption and why; (b) reasonable opportunities for the Sponsoring Organization to comment, in writing and at a public forum, before the specification or policy is established, and (c) a written statement of the specification or policy that is established and the reason(s) for its establishment.

5.2 Time Allowed for Compliance. The Sponsoring Organization shall be afforded a reasonable period of time (not to exceed four months unless the nature of the specification or policy established under Section 5.1 reasonably requires, as agreed to by ICANN and the Sponsoring Organization, a longer period) after receiving notice of the establishment of a specification or policy under Section 5.1 in which to comply with that specification or policy, taking into account any urgency involved.

6 Miscellaneous

6.1 Termination by the Sponsoring Organization. This Agreement may be terminated by the Sponsoring Organization upon six months written notice to ICANN and to the Governmental Authority.

6.2 Termination by ICANN. This Agreement may be terminated by ICANN in any of the following circumstances:

6.2.1 The Sponsoring Organization fails to cure any material breach of this Agreement within twenty-one days (or such longer reasonable period as may be necessary using best efforts to cure such breach) after ICANN gives the Sponsoring Organization written notice of the breach.

6.2.2 The Sponsoring Organization's action or failure to act has been determined by arbitration under Section 6.5 to be in violation of this Agreement and the Sponsoring Organization continues to act or fail to act in the manner that was determined to violate this Agreement for a period stated in the arbitration decision, or if no period is stated, twenty-one days.

6.2.3 The Sponsoring Organization acts or continues acting in a manner that ICANN has reasonably determined endangers the operational stability of the DNS or the Internet after the Sponsoring Organization receives seven days notice of that determination.

6.2.4 After ICANN is notified by the Governmental Authority that the Sponsoring Organization has contravened the terms of the Governmental Communication, or the term of the Governmental Authority's designation of the Sponsoring

Organization as manager of the Delegated ccTLD has expired, ICANN gives notice of its intent to terminate to the Sponsoring Organization.

6.2.5 The Sponsoring Organization becomes bankrupt or insolvent.

This Agreement may be terminated in the circumstances described in Sections 6.2.1 through 6.2.3 above only upon thirty days notice to the Sponsoring Organization and the Governmental Authority (occurring after the Sponsoring Organization's failure to cure during the stated period), with the Sponsoring Organization being given an opportunity during thirty-day notice period to initiate arbitration under Section 6.5 to determine the appropriateness of termination under this Agreement. In the event the Sponsoring Organization initiates arbitration concerning the appropriateness of termination by ICANN, the Sponsoring Organization may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. If the Sponsoring Organization acts in a manner that ICANN reasonably determines endangers the operational stability of the DNS or the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five calendar days pending ICANN's application for more extended injunctive relief under Section 6.5. This Agreement may be terminated immediately upon notice to the Sponsoring Organization in the circumstances described in Sections 6.2.4 and 6.2.5.

6.3 Effect of Termination. Upon termination of this Agreement, ICANN shall notify the Sponsoring Organization of the successor to which the management of the Delegated ccTLD has been reassigned in coordination with the Governmental Authority. (The manner or result of selection of the successor shall not be subject to challenge by the Sponsoring Organization.) The parties shall then cooperate to transfer operation of the Delegated ccTLD to that successor. In particular, the Sponsoring Organization shall ensure the transfer of all relevant DNS and registry data to the successor, subject only to the successor's commitment to use the data in a manner consistent with the Sponsoring Organization's prior written commitments made to data subjects regarding the use of their personal data. The Sponsoring Organization acknowledges that upon termination of this Agreement it will cease to be the recognized manager of the Delegated ccTLD. The Sponsoring Organization agrees to the reassignment of the Delegated ccTLD under the conditions and in the manner described in Section 6.2 and shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all claims, damages, liabilities, costs, and

expenses, including reasonable legal fees and expenses, arising out of termination of this Agreement according to that Section.

6.4 No Monetary Liability. No breach of an obligation arising under this Agreement shall give rise to monetary liability by one party to another, provided that a party's failure to make financial contributions as required by this Agreement shall constitute a material breach of this Agreement.

6.5 Resolution of Disputes. Disputes arising under, in connection with, or related to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in English and shall occur in at a location agreed by the parties or, in the absence of agreement, in New York, New York, USA. There shall be three arbitrators: ICANN shall choose one arbitrator, the Sponsoring Organization shall choose one arbitrator, and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen according to the ICC rules. ICANN and the Sponsoring Organization shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a stay or temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement. In all litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

6.6 Choice of Law. Issues of law arising in connection with the interpretation of this Agreement shall be resolved by (a) the rules of law determined by the conflict of laws rules which the arbitration panel considers applicable and (b) such rules of international law as the arbitration panel considers applicable; provided that the validity, interpretation, and effect of acts of the Governmental Authority and the Sponsoring Organization shall be judged according to the laws of the Cayman Islands and the validity, interpretation, and effect of acts of ICANN shall be judged according to the laws of the State of California, USA.

6.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by any party to any non-party to this Agreement.

6.8 Notices. Except as otherwise specifically provided, all notices to be given under this Agreement to the parties or the Governmental Authority shall be given in writing at the address as set forth below, unless the recipient has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292 USA
Telephone: +1.310.823.9358
Facsimile: +1.310.823.8649

If to the Sponsoring Organization, addressed to:

David A. Archbold
Managing Director
The Information and Communications Technology Authority
PO Box 2502 GT
Grand Cayman
Cayman Islands

Telephone: +1.345.945.8283
Facsimile: +1.345.945.8284

If to the Governmental Authority:

Mr. Kearney Gomez
Permanent Secretary
Ministry of Planning, Communications, Works and
Information Technology
Government Administration Building
Elgin Avenue
Grand Cayman
Cayman Islands

Telephone: +1.345.244.2437
Email: Kearney.Gomez@gov.ky

6.9 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

6.10 Language. All notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

6.11 Subcontracting.

6.11.1 The Sponsoring Organization may subcontract part or all of the technical operations of the registry for the Delegated ccTLD only under terms that ensure that the subcontractor has the technical qualifications required by ICANN. Prior to entering into the subcontracting relationship, the Sponsoring Organization shall provide ICANN written notice of the proposed subcontractor, a written description of the subcontractor's qualifications and proposed role, and a written acknowledgement signed by the subcontractor that its rights under the subcontract are subject to termination upon termination of this Agreement.

6.11.2 In any subcontracting of the technical operations of the registry or administrative and management functions of the Delegated ccTLD, the subcontract must state that the delegation itself is an exercise of a public right, not an item of property, and cannot be reassigned to a new manager except by ICANN. The Sponsoring Organization's obligations to ICANN under this Agreement shall not be diminished or affected by the fact it has subcontracted some operations or functions with respect to the Delegated ccTLD.

6.12 Assignment. Any assignment of this Agreement shall be effective only upon the assignee's written agreement, enforceable by the other party, to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing, ICANN may assign this Agreement by giving written notice to the Sponsoring Organization (a) in conjunction with a reorganization or re-incorporation of ICANN, to another non-profit corporation organized for the same or substantially the same purposes as ICANN or (b) as required by Section 5 of Amendment 1 (dated 10 November 1999) to the 25 November 1998 Memorandum of Understanding between ICANN and the United States Department of Commerce.

6.13 Entire Agreement. This Agreement (including its Attachments, which form a part of it, but not its Annexes, which are not part of the Agreement) constitutes the entire agreement of the parties hereto pertaining to the matters covered in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on those matters. In the event of a conflict between the provisions in the body of this Agreement (Sections 1 to 6) and any provision in its Attachments, the provisions in the body of the Agreement shall control.

6.14 Review of Agreement. At the request of either party, the parties will in good faith review the appropriateness of the provisions of this Agreement in view of any materially changed circumstances. Any modifications agreed as a result of such a review will become effective only in accordance with Section 6.15.

6.15 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by all parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

6.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: 

Paul D. Twomey
President and CEO
Date: 7 June 2003

INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY

By: 

David A. Archbold
Managing Director
Date: 4 June 2003

Attachments

- Attachment A Administrative and Technical Contacts and Nameservers at Commencement of Agreement
- Attachment B Format and Technical Requirements for Requests to Change TLD Nameservers in the Root Zone
- Attachment C Specification for ICANN's Publication of Root-Zone Whois Information
- Attachment D Format Requirements for Contact Information About the Sponsoring Organization, Administrative Contact, and Technical Contact
- Attachment E Intentionally Omitted
- Attachment F Limitations on Contribution Requirements
- Attachment G Specifications and Policies at Commencement of Agreement

Annexes

- Annex 1 Information and Communications Technology Law 2002
- Annex 2 Letter from Mr. Kearney Gomez, Permanent Secretary of the Ministry of Planning, Communications, Works and Information Technology
- Annex 3 Letter from Sponsoring Organization to ICANN requesting this Agreement

Attachment A
Administrative and Technical Contacts and Nameservers
at Commencement of Agreement
. ky – Cayman Islands

Sponsoring Organization:

The Information and Communications Technology Authority
PO Box 2502 GT
Grand Cayman
Cayman Islands

Telephone: +1.345.945.8283
Facsimile: +1.345.945.8284

Administrative Contact:

David A. Archbold
Managing Director
Information and Communications Technology Authority
PO Box 2502 GT
Grand Cayman
Cayman Islands

Telephone: +1.345.945.8283
Fax: +1.345.945.8284
Email: David.Archbold@icta.ky

Technical Contact:

Scott Englund
Message Secure Corporation
30 Westech Drive
Tyngsboro, MA 01879

Telephone: +1.978.649.5432 x230
Fax: +1.978.649.3027
Email: kysupport@messagesecure.com

Nameservers:

Primary Nameserver

Primary Server Hostname: KYNSE01.MESSAGINGSECURE.COM
Primary Server Netaddress: 216.142.252.199

Secondary Nameserver

Secondary Server Hostname: KYNSW01.MESSAGINGSECURE.COM
Secondary Server Netaddress: 216.143.27.199

Secondary Server Hostname: KYNSE02.MESSAGINGSECURE.COM
Secondary Server Netaddress: 216.142.252.201

Attachment B
Internet Assigned Numbers Authority
Format and Technical Requirements for Requests to Change TLD
Nameservers in the Root Zone

1. Requests for changes in TLD nameserver delegations to be reflected in the root zone are to be submitted by e-mail to root-mgmt@iana.org.
2. Requests should be submitted by filling out the template available at <http://www.iana.org/tld/cctld-template.txt> (for ccTLDs) or <http://www.iana.org/tld/tld-template.txt> (for other TLDs).
3. Nameserver change requests are subject to verification of authenticity and authorization. Both the listed technical contact and the listed administrative contact should be available to verify that the request is authentic and they authorize the requested change. Except where a written agreement between ICANN and the TLD delegee, sponsor, or operator expressly states to the contrary, the IANA shall be entitled to rely on authorization of either the administrative or technical contact as constituting a request for nameserver change by the TLD delegee, sponsor, or operator.
4. Requests for changes to nameservice for ccTLDs (i.e. TLDs having two-letter labels) must result in delegation to at least two nameservers, preferably on different network segments. Requests for changes to nameservice for other TLDs must result in delegation to nameservers on at least five different network segments.
5. Delegations of a TLD to more than thirteen nameservers are not supported.
6. Prior to submitting the request, nameservice should be set up at all the nameservers to which delegation is to be made. Lame delegations (i.e. delegations to servers without operating nameservice for the delegated zone) will not ordinarily be made.
7. The IANA must have zone file access. Except where other arrangements are made (such as for TLDs with large zones), this means that zone file transfers must be enabled at all nameservers for transfers to at least 128.9.0.0/16 and 192.0.32.0/20.

Attachment C

Specification for ICANN's Publication of Root-Zone Whois Information

ICANN will publish data about the Delegated ccTLD from the Authoritative-Root Database meeting at least the requirements stated in this Attachment.

A. Data Elements Published

At least the following:

1. Sponsoring Organization name and postal address.
2. Administrative Contact name, postal address, e-mail address, telephone number, and facsimile number.
3. Technical Contact name, postal address, e-mail address, telephone number, and facsimile number.
4. Names of nameservers in the root zone for the Delegated ccTLD and the nameservers' IP addresses.
5. Date of creation of Delegated ccTLD.
6. Date of last update to information for Delegated ccTLD.
7. URL for registration services.

The above list of elements required to be published pertains only to data in the Authoritative-Root Database. To the extent that data is not in the Authoritative-Root Database because it has not been supplied by the Sponsoring Organization or for other reasons, it need not be published.

Note that up to 13 nameservers for the Delegated ccTLD are supported, as are up to 13 IPv4 addresses per nameserver. IPv6 addresses are not currently supported in the root zone.

B. Means of Publication

Elements 1-7 of item A will be published in at least the following ways:

- On a web page on the IANA web site <<http://www.iana.org>> dedicated to the Delegated ccTLD.
- Through the port 80 Whois service at <<http://www.internic.net>>.
- Through the port 43 Whois service at <whois.iana.org>.

C. Update Frequency

The published data will be updated from the Authoritative-Root Database at least three times per week.

Attachment D
Internet Assigned Numbers Authority
Format, Content, and Technical Requirements for Requests to Change
TLD Contact Information

1. Requests for changes in TLD contact data are to be submitted by e-mail to root-mgmt@iana.org.
2. Requests should be submitted by filling out the template available at <http://www.iana.org/tld/ccTld-template.txt> (for ccTLDs) or <http://www.iana.org/tld/tld-template.txt> (for other TLDs).
3. Requests for changes to TLD contact data must include all applicable elements of data requested in items 3-5 of the template. All information submitted must be accurate.
4. Contact change requests are subject to verification of authenticity and authorization. Both the listed technical contact and the listed administrative contact should be available to verify that the request is authentic and they authorize the requested change. Except where a contract between ICANN and the TLD delegee, sponsor, or operator expressly states to the contrary, the IANA shall be entitled to rely on authorization of either the administrative or technical contact as constituting a request for a contact change by the TLD delegee, sponsor, or operator, except that any change of the identity of the Sponsoring Organization, administrative contact, or technical contact must comply with notice requirements stated in the agreement.

Attachment E

Intentionally Omitted

Attachment F

Limitations on Contribution Requirements

The Sponsoring Organization's contribution to ICANN shall be the sum of:

1. Fixed Annual Contribution. The fixed annual contribution shall be an amount established by the ICANN Board of Directors, in conformity with the ICANN bylaws and articles of incorporation, not to exceed the maximum fixed annual contribution described in item 4 below.

2. Variable Annual Contribution. The variable annual contribution shall be in an amount calculated according to a formula and method established from time to time by the ICANN Board of Directors, in conformity with the ICANN bylaws and articles of incorporation. The formula and method shall allocate the total of all variable annual fees and contributions among all TLDs sponsored or operated under a sponsorship or registry agreement with ICANN (whether the fee or contribution is collected at the registry or registrar level) based on the relative size of the registries for those TLDs. It shall be permissible for the formula and method so established (a) to measure the size of a TLD's registry by the number of names under administration within the TLD by the registry's operator, (b) to deem the number of domain names under administration within the Registry TLD to be the number of Registered Names, (c) to provide for a deduction in computing a sponsor's or operator's variable annual fee or contribution of some or all of that sponsor's or operator's fixed annual component. It shall also be permissible for the formula and method to consider accreditation fees collected from registrars as a credit applied to the variable annual fee or contribution for the TLD to which the fees pertain. Groups of registries for two or more TLDs (whether or not under agreement) may, with the agreement of their sponsors or operators and ICANN, agree to allocate the variable fees and contributions collected from them in a manner not based on the relative size of the registries within the group, provided that the combined variable fees and contributions collected for all TLDs within the group is based on the combined size of the registries in the group.

3. Payment Schedule. The Sponsoring Organization shall pay the fixed and variable annual contributions in one or more installments, as established for each year by ICANN. These payments shall be made in a timely manner throughout the Term of this Agreement and notwithstanding the pendency of any dispute between the Sponsoring Organization and ICANN. The Sponsoring Organization shall pay interest on payments not timely made at the rate of 1% per month or, if less, the maximum rate permitted by California law.

4. Contribution Caps. The maximum fixed annual contribution shall be US\$5,000 per year until and including 30 June 2002; shall automatically increase by 15% on July 1 of each year beginning in 2002; and may be increased by a greater amount in the manner provided by Section 5.1. The sum of the fixed and variable annual fees contributions due to be paid in any year ending on any 30 June during or within one year after the Term of this Agreement by all TLD sponsors and registry operators having registry or

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sponsorship agreements with ICANN shall not exceed the total annual fee cap described in the following sentence. The total annual fee cap shall be US\$5,500,000 for the fiscal year ending 30 June 2002; shall increase by 15% each fiscal year thereafter; and may be increased by a greater amount in the manner provided by Section 5.1.

Attachment G

Specifications and Policies at Commencement of Agreement

1. Connectivity. There must be Internet Protocol (IP) connectivity to the nameservers and electronic mail connectivity to the entire management, staff, and contacts of the Sponsoring Organization. There must be an administrative contact and a technical contact for the Delegated ccTLD.

2. Operational Capability. The Sponsoring Organization must do a satisfactory job of operating the DNS service for the Delegated ccTLD. Duties such as the assignment of domain names, delegation of subdomains and operation of nameservers must be done with technical competence. This includes keeping the IANA advised of the status of the domain, responding to requests in a timely manner, and operating the database with accuracy, robustness, and resilience. Because of its responsibilities for the DNS, the IANA must be granted access to all TLD zones on a continuing basis (see Attachment B). There must be a primary and a secondary nameserver that have IP connectivity to the Internet and can be easily checked via access to zones for operational status and database accuracy by the IANA.

3. RFC Compliance. The Delegated ccTLD must be operated in compliance with the following Requests for Comments (RFCs): 1034, 1035, 1101, 2181, 2182. In clarification of the statement of host-name rules in these RFCs, all domain names in the Delegated ccTLD (excluding subdomain names under domains registered to third parties) shall comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC2234:

```
dot = %x2E ; "."
dash = %x2D ; "-"
alpha = %x41-5A / %x61-7A ; A-Z / a-z
digit = %x30-39 ; 0-9
ldh = alpha / digit / dash
id-prefix = alpha / digit
label = id-prefix [*61ldh id-prefix]
sldn = label dot label; not to exceed 254 characters
hostname = *(label dot) sldn; not to exceed 254 characters
```

4. Tagged Domain Names. In addition, domain names in the Delegated ccTLD (excluding subdomain names under domains registered to third parties) having labels with hyphens in the third and fourth character positions (e.g., "rq--1k2n4h4b") are reserved from initial (i.e. other than renewal) registration, except as authorized by ICANN policy or by written exception from ICANN.