

## POST Registry Agreement – UPU 7Dec11 RSEP Proposed Amendments

### Article III, Section 3.1

#### d. Sponsor Operations.

- i. Registration Restrictions.
  - a. Sponsor shall be responsible for establishing policies, in conformity with the Charter contained in Part I of Appendix S, for the naming conventions within the Sponsored TLD and for requirements of registration, consistent with Section 3.1(g).
  - b. Sponsor shall be responsible for establishing procedures for the enforcement of applicable restrictions on registration within the Sponsored TLD, as described in more detail in the Charter contained in Part I of Appendix S. Procedures for challenges to names registered contrary to the requirements of the Charter shall conform to the requirements set forth in Appendix S. Furthermore, Sponsor shall be responsible for defining and establishing other relevant registration requirements and appropriate governance mechanisms for the Sponsored TLD, including but not limited to, as the case may be, mechanisms related to the enforcement and implementation of comprehensive Sponsor policies for the Sponsored TLD Community in order to ensure compliance with this Agreement and the Sponsor's commitments hereunder.
  - c. Unless otherwise authorized under the terms of the Agreement and without prejudice to any additional registration restrictions defined by the Sponsor in accordance with the Appendices to this Agreement, Sponsor shall reserve, and not allow Registry Operator to register any TLD strings ~~(i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD without the express consent of the relevant governments.~~
- ii. Functional and Performance Specifications. Functional and Performance Specifications for operation of the Sponsored TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation minimum requirements for DNS services; operation of the shared registration system; and nameserver operations. Sponsor shall ensure that Registry Operator keeps technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.
- iii. Use of ICANN-Accredited Registrars. Sponsor shall ensure that all Sponsor Services offered by Registry Operator are provided through ICANN-accredited registrars, unless otherwise specified in Part VII of Appendix S.
- iv. Sponsor Services. Sponsor Services are, for purposes of this Agreement, defined as the following: (a) those services that are operations of Sponsor (or, upon instruction of Sponsor, of the Registry Operator) critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Sponsored TLD; dissemination of Sponsored TLD zone files; operation of the Sponsor zone servers; and dissemination of contact and other information concerning domain name server registrations in the Sponsored TLD as required by this Agreement; (b) other products or services that the Sponsor is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only Sponsor is capable of providing by reason of its designation as the Sponsor; and (d) material changes to any Sponsor Service within the scope of (a), (b) or (c) above.

#### Section 7.1 Sponsor-Registrar Agreement.

- a. Access to Sponsor Services. Sponsor shall make access, or ensure that Registry Operator makes access to Sponsor Services, including the shared registration system, available to ICANN-accredited registrars. The criteria for the selection of Registrars shall be set forth in Appendix S, Part V. Following execution of the Sponsor-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Sponsor Services shall be granted to ICANN-accredited registrars, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:
  - i. All registrars connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;
  - ii. Registry Operator has, upon instruction of Sponsor, made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
  - iii. All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's and Sponsor 's website;
  - iv. All registrars have the same level of access to Registry Operator and Sponsor resources to resolve disputes relating to Sponsor Services and other technical and/or administrative customer service issues;
  - v. All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's web and ftp servers;
  - vi. All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator upon instruction of the Sponsor; and
  - vii. The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.
- b. Revisions. Agreements entered into with ICANN-accredited registrars may be revised by Sponsor from time to time; however, any such revisions must be approved by ICANN and shall be provided to ICANN sufficiently in advance of implementation in order to allow for ICANN's review and comment. The approval of such revisions shall not be unreasonably withheld by ICANN.
- c. Sponsor Shall Not Act as its Own Registrar. Sponsor shall not act as a registrar with respect to the Sponsored TLD. This shall not preclude Sponsor from registering names within the Sponsored TLD to itself through a request made to an ICANN-accredited registrar or as otherwise permitted under Part VII of Appendix S.
- d. Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Sponsor shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.