

SUBCONTRACT AGREEMENT

THIS **SUBCONTRACT AGREEMENT** (this "Agreement") is made and entered into on 30 September 2016 ("Effective Date"), by and between the 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"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Root Zone Maintainer Service Agreement with VeriSign, Inc., a Delaware corporation ("Verisign"), dated as of 28 September 2016 (the "RZMA").

WHEREAS, ICANN has entered into the RZMA;

WHEREAS, pursuant to the terms and conditions of the RZMA, ICANN has agreed to various obligations;

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

WHEREAS, pursuant to Section 10(g)(ii) of the RZMA, ICANN has notified Verisign of its desire to subcontract all or any portion of its rights and obligations to PTI; and

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

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

1. Scope of Work.

(a) Subject to Section 1(c), PTI will (i) perform all requirements and furnish all services necessary to fulfill ICANN's obligations under the RZMA, from the effective date of this Agreement, and (ii) monitor Verisign's performance of the obligations set forth under the RZMA and promptly notify ICANN of any issue (including any failure to perform) relating to Verisign's performance of such obligations. If ICANN determines that PTI has failed to perform any obligation under the RZMA, ICANN may perform such obligation under the RZMA. PTI hereby agrees to comply with all of ICANN's obligations under the RZMA related to such requirements, services and obligations, including Section 6 of the RZMA.

(b) Subject to Section 1(c), PTI shall perform any additional or modified services that are (i) effected through the Change Control Process or (ii) requested by ICANN (in each case, a "New Service"). As applicable, PTI shall (x) perform all requirements and furnish all services necessary to fulfill ICANN's obligations related to a New Service, (y) monitor Verisign's performance of its obligations related to a New Service, and (z) promptly notify ICANN of any

issue (including any failure to perform) relating to Verisign's obligations related to a New Service

(c) Notwithstanding Sections 1(a) and 1(b), unless requested by ICANN, PTI shall not undertake, and shall not be obligated to undertake, any of the following:

- i. Initiate a request for Additional Services pursuant to Section 3(d) of the RZMA;
- ii. Serve on the RZMA Coordination Committee (as defined in the RZMA) pursuant to Section 3(c)(iii) of the RZMA;
- iii. Pay any fees or expenses payable by ICANN pursuant to Section 5 of the RZMA, unless such fees and expenses are reimbursed by ICANN;
- iv. (A) Make any indemnification claim under Section 7(c) of the RZMA, (B) indemnify any Verisign Indemnified Party, or (C) exercise any right of ICANN or make any decision with respect to the indemnification process contemplated by Section 7(f) of the RZMA or the dispute resolution process contemplated by Section 7(g) of the RZMA; and
- v. Exercise any right of ICANN or make any decision with respect to Section 8 of the RZMA.

(d) Pursuant to Section 4(b) of the RZMA, ICANN sublicenses its right and license to access the Verisign root zone maintainer system(s). PTI agrees to comply with the terms of the license as set forth under Section 4(b) of the RZMA.

(e) ICANN hereby grants to PTI, and PTI hereby accepts, a worldwide, royalty-free, fully-paid right and license to the IANA Intellectual Property (as defined in the IANA IPR License Agreement for IANA Names Services, between the IETF Trust and ICANN (the "License Agreement")) to the fullest extent permitted to be licensed to PTI under the terms of the License Agreement (including the right to further sublicense to the extent permitted in the License Agreement). PTI hereby agrees to comply with the License Agreement.

(f) PTI shall promptly notify ICANN of any matter for which (i) ICANN may seek indemnification under Section 7(c) of the RZMA or (ii) ICANN may be obligated to indemnify Verisign under Section 7(d) of the RZMA. PTI shall cooperate with ICANN in connection with any such indemnification matters.

(g) PTI shall promptly notify ICANN of any Verisign action or inaction which may lead to a circumstance under which ICANN may initiate the Community Transition Plan or an Emergency ICANN Transition Plan pursuant to the terms of Section 8(b) of the RZMA.

(h) PTI shall exercise best efforts and cooperate with ICANN to affect an orderly and efficient transition of the Services and Additional Services to ICANN or a third party designated

by ICANN pursuant to the transition process set forth in Section 8(b)(ii) of the RZMA, and shall take all actions requested by ICANN related thereto.

(i) PTI shall assist ICANN with any change request initiated pursuant to Section 10(c) and Schedule 4 of the RZMA.

2. Period of Performance.

(a) The period of performance of this Agreement will be as of the Effective Date and continue for the entire term of the RZMA, as such term may be extended pursuant thereto.

(b) Notwithstanding the foregoing, ICANN may terminate this Agreement for any reason or for no reason, by providing PTI written notice and completing the transition contemplated by this Section 2(b). Following receipt of such notice, PTI agrees to exercise best efforts and cooperate with ICANN to affect an orderly and efficient transition of PTI's obligations hereunder to ICANN or a third party designated by ICANN, as applicable. Such transition shall be directed by ICANN with a view toward maintaining the security, resiliency and stability of the domain name system. Upon completion of the transition of PTI's obligations under this Agreement to ICANN or such third party, as applicable and as determined by ICANN, this Agreement shall terminate.

3. Notice and Mitigation Plan.

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

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

(c) ICANN and PTI shall promptly inform each other of any required notification received from Verisign related to the RZMA, including any notification provided pursuant to Section 8(d) or Section 10(c) of the RZMA.

4. Resources. ICANN shall provide or make available to PTI the necessary personnel, material, equipment, services and facilities to perform PTI's obligations under this Agreement pursuant to the terms and conditions of the Services Agreement between ICANN and PTI, dated as of 30 September 2016. PTI agrees to follow the budgeting and strategic planning processes

set forth in its bylaws.

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

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

to ICANN:

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: President and Chief Executive Officer
Phone: (310) 301-5800
Email: goran.marby@icann.org

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

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

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

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: President, Global Domains Division
Phone: (310) 301-5800
Email: akram.atallah@icann.org

to PTI:

Public Technical Identifiers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: Elise Gerich
Phone: +1-310-463-1108
Email: elise.gerich@icann.org

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

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
Attn: Samantha Eisner
Phone: +1-310-578-8631
Email: samantha.eisner@icann.org

7. Choice of Law. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, excluding its conflict of laws rules. Each party expressly waives any claim that the jurisdiction of such court with respect to personal jurisdiction is improper or that the venue is inconvenient or improper.
8. 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.
9. Entire Agreement; Amendment. This Agreement and the RZMA, together with the schedules and attachments annexed thereto and the documents incorporated herein or therein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all past contracts, representations, and agreements with respect to the subject matter of this Agreement.
10. Amendment. ICANN may unilaterally amend any and all terms of this Agreement in connection with any amendment or modification to the RZMA, or in connection with any additional services agreed between ICANN and Verisign under the RZMA. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part except by written amendment that refers specifically to the Section(s) of this Agreement to be modified, amended, canceled, or waived and that is signed by the parties hereto.
11. Counterparts. This Agreement may be executed in counterparts, including without limitation by way of an e-mail of a .pdf attachment, each of which shall be deemed an original and collectively and separately constitute one and the same instrument.

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

13. Severability. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. If any provision of this Agreement is determined to be unenforceable, this Agreement shall be reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent.

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

[Signature Page Follows]

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

**INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS**

By: _____

Name: _____

Title: _____

PUBLIC TECHNICAL IDENTIFIERS

By: _____

Name: _____

Title: _____