

VIA ELECTRONIC MAIL

(krista.papac@icann.org)

Rightside™

5808 Lake Washington Blvd NE
Kirkland, WA 98033

May 8, 2014

Ms. Krista Papac, Director, Generic Domains Division
Internet Corporation for Assigned Names and Numbers (ICANN)
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536

Re: *Proposed Amendment to United TLD Holdco's Registry Registrar
Agreement (RRA) to Implement GAC Advice*

Dear Krista:

Pursuant to Section 2.9(a) of each of the Registry Agreements executed between ICANN and United TLD Holdco Ltd., trading as Rightside Registry ("Rightside"), Rightside requests approval to make changes to its RRA in order to implement GAC advice for certain new gTLDs and to make other changes favorable to registrars and to improve efficiencies in Rightside's RRA amendment process.

Attached please find a copy of Rightside's proposed Amendment No. 1 (the "Amendment") to its RRA which includes language formulated by ICANN's New gTLD Program Committee in response to GAC Advice pertaining to Category 1 Safeguards as detailed in the GAC Beijing Communiqué (April 11, 2013). Please note that the addition of Section 3.19 follows precisely the NGPC language for the Public Interest Commitments (PICs) that shall apply to the individual strings noted in the Amendment.

Rightside respectfully requests prompt review and approval in accordance with the procedures found at: <http://www.icann.org/en/resources/registries/rra-amendment-procedure-25aug11-en.pdf>. In compliance with these procedures, Rightside is also attaching a **redline** showing the proposed changes to its current form RRA. Please forgive the formatting errors in the redline as conversion from a PDF file to a Microsoft Word® version has changed the font and format of the document.

We look forward to receiving ICANN's Notice of Determination within the fifteen (15) day period as proscribed by the review and approval procedures.

Should you have any questions or require further information, please do not hesitate to contact me.

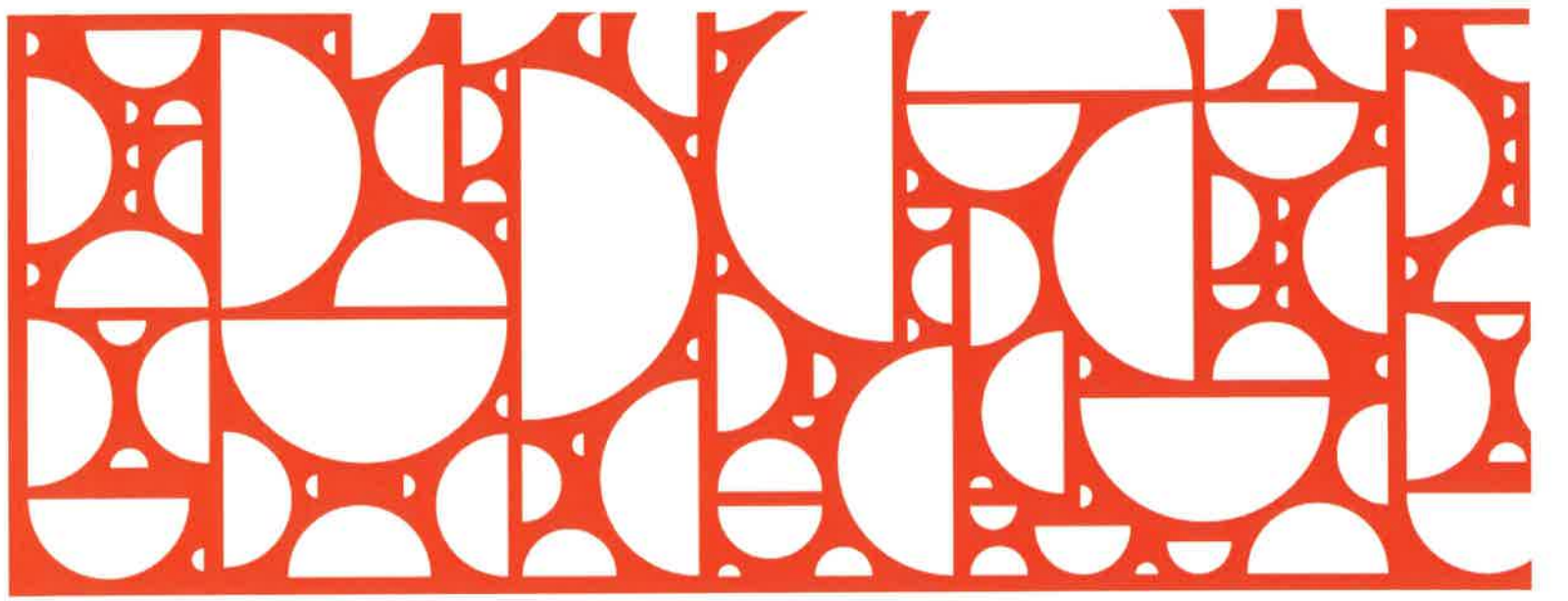
Sincerely,



A. Statton Hammock, Jr.
Vice-President, Business and Legal Affairs

Attachments

cc: Mr. John Jeffrey (john.jeffrey@icann.org)
Mr. Allen Grogan (allen.grogan@icann.org)



Amendment No. 1 to Rightside Registry's Registry-Registrar Agreement

This document contains amendments to the Rightside
Registry-Registrar Agreement.

Rightside™

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Amendment Number 1 to Rightside Registry's Registry-
Registrar Agreement - v1.0

Last modified: April, 2014

This Amendment No. 1 (the "Amendment") to the Registry-Registrar Agreement (the "Agreement") is made by and between the registrar set forth in the signature block below ("Registrar") and United TLD Holdco Ltd., trading as Rightside Registry ("Rightside").

WHEREAS, on February 5, 2014, ICANN's New gTLD Program Committee passed a resolution mandating that special safeguards be implemented for certain specific new generic top level domain names (gTLDs); and

WHEREAS, to implement these safeguards, Rightside agreed to adopt and to include Public Interest Commitments (PICs) into its Registry Agreements with ICANN related to these new gTLDs for which it may become the registry operator; and

WHEREAS, Rightside must amend its Registry-Registrar Agreement to incorporate the language of these new PICs which each registrar must comply with when offering these new gTLDs.

NOW THEREFORE, in accordance with Section 10.6 of the Agreement, Rightside and Registrar hereby amend the Agreement as follows:

I. ADDITION OF NEW SECTION 3.19

3.19. Offering of Regulated TLDs. Should Registrar choose to offer one or more of these new generic top-level domain names, this Section 3.19. shall apply:

- Regulated TLDs: .ENGINEER, .MARKET, .MORTGAGE, .DEGREE, .SOFTWARE, .VET, .GIVES, and .REHAB
- Highly-Regulated TLDs: .DENTIST, .ATTORNEY and .LAWYER
- Military TLDs: .ARMY, .NAVY, and .AIRFORCE.

3.19.1. Safeguards for Regulated TLDs. Accordingly, for the Regulated TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, provisions requiring Registrants:

A. To comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;

B. Who collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

3.19.2. Safeguards for Highly-regulated TLDs. For the Highly-regulated TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, the provisions listed in Sections 3.19.1 of this Amendment above and provisions requiring Registrants to:

A. Provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;

B. Represent that the Registrant possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD;

II. OTHER REVISIONS

and

C. Report any material changes to the validity of the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure the Registrant continues to conform to the appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

3.19.3. Safeguards for Military TLDs. For the Military TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, the provisions listed in Sections 3.19.1 through 3.19.2 of this Amendment above and a provision requiring Registrants to represent that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

3.19.4. Restriction on the Sale of .NAVY and .AIRFORCE to Australian Residents. Pursuant to Australian Defence Regulation 1957, No. 16, individuals and businesses, who are subject to Australian law, are prohibited from using the words "Navy" and "Air Force" in connection with a trade or business. Consequently, Australian based Registrars are advised that it may be illegal to sell or distribute domain names under this law and selling or distributing domain names to consumers based in Australia may also be prohibited. Australian Registrars are advised to consult with their legal counsel prior to selling or distributing any .NAVY or .AIRFORCE domain name.

3.19.5. Registration Terms and Conditions. Registrar is reminded that it must present the current form Registration Terms and Conditions to each Registrant prior to registration of any domain name in a Rightside TLD, as such terms incorporate additional obligations with respect to the Regulated, Highly-Regulated, and Military TLDs.

II. OTHER REVISIONS

Section 4.1 of the Agreement shall be amended to read as follows:

4.1. Amount of Rightside Fees. Registrar agrees to pay Rightside the fees set forth in a Registration Fee Schedule (Schedule B) for Registry Services made available by Rightside to Registrar for each Registry TLD (collectively, "Fees"). Rightside may revise the Fees from time to time in its sole discretion, provided that (a) such revision shall not be made more than two (2) times per calendar year; and (b) Rightside shall provide a minimum of thirty (30) calendar days advance written notice to Registrar prior to any Fee revision for initial registrations and a minimum of one hundred eighty (180) calendar days for any Fee revision for renewals of Registered Names. Rightside need not provide thirty (30) calendar days notice of any price increase for the imposition of the "Variable Registry-Level Fees" as defined in the Registry Agreement.

Section 10.6 of the Agreement shall be amended to read as follows:

10.6. Amendments. Rightside may amend this Agreement from time to time, provided that material revisions to Rightside's approved form of Registry-Registrar Agreement are first approved or adopted by ICANN. After receiving any such notice of amendment from Rightside, Registrar shall either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) business days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Rightside. In the event that Rightside does not receive such executed amendment or notice of termination from Registrar within such fifteen (15) day period, Registrar shall be deemed to have executed such amendment as of the sixteenth day after the Registrar received the notice of amendment to this Agreement.

III. GENERAL

Effective Date. This Amendment shall be effective the later of (a) the effective date listed below in this Amendment or (b) the date Registrar first executes the Agreement.

Entire Agreement. Except as specifically amended by this Amendment, the Agreement will remain in full force and effect. This Amendment, together with the Agreement as amended by this Amendment: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement with respect to the subject matter of the Agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

Conflict. If there is a conflict between the Agreement and this Amendment, the terms of this Amendment will control.

EXECUTED and MADE EFFECTIVE this ____ day of _____, 2014 (the "Effective Date").

REGISTRAR

(Print Name of Registrar)

By: _____

Print Name: _____

Title: _____

I, _____, represent that I am an authorized agent of, and representative for, the Registrar, and that I have read this Amendment No. 1 to the Registry-Registrar Agreement and agree to all of its terms on behalf of the Registrar.

UNITED TLD HOLDCO LTD. t/a Rightside Registry

By:



David Ryan, Vice President and General Manager