



Statement of Work 2
Trademark Clearinghouse
TMCH Sunrise and Claims Services

Table of Contents

1	Introduction	3
2	Service Description	4
2.1.1	Sunrise Functions	4
2.1.2	Claims Functions	5
3	Service Components	8
3.1	TMCH Sunrise and Claims Platform	8
3.1.1	Functions	8
3.1.2	Integration with Validation Function	12
3.1.3	Infrastructure	12
3.1.4	Platform Operations, Administration, and Maintenance	13
3.2	Support	13
4	Service Support Flow, Incident Handling, and Service Levels	15
4.1	Incident Handling	15
4.1.1	Incident Severity Definition	15
4.1.2	Incident Handling Service Level Objectives	15
4.2	Sunrise and Claims Functions Service Level	16
5	Organization and governance	22
5.1	Service Implementation Project	22
5.2	Organization and Governance Structure	22
6	IBM Responsibilities	25
7	ICANN Responsibilities	26
8	Deliverables	27
9	Publication	28
10	Acceptance Criteria	29
11	Project Change Control Procedure	30
12	Materials	31
13	Miscellaneous	32
	Attachment 1 – Requirements	34
	Attachment 2 – Fee Specification	35
	Attachment 3 – Form of Client Status Report	37

1 Introduction

This Statement of Work (the “**Sunrise and Claims SOW**”) describes the duties and responsibilities of IBM and ICANN relating to IBM’s provision of the Services for the Trademark Clearinghouse (“**TMCH**”) Sunrise and Claims Functions (as defined below) pursuant to the Trademark Clearinghouse Database Framework Agreement, dated December 21, 2012 (the “**Agreement**”).

Capitalized terms not defined in this Database SOW shall have the meaning set forth in the Agreement.

2 Service Description

IBM will provide the TMCH Sunrise (the “**Sunrise Services**”) and Claims Service (the “**Claims Services**”) as described herein.

Included in the Sunrise Services and Claims Services are the development, hosting, installation, technical operation and support of a Sunrise and Claims database platform (the “**TMCH Sunrise and Claims Platform**”) that supports the following Sunrise Services functions (the “**Sunrise Functions**”) and Claims Services functions (the “**Claims Functions**”):

2.1.1 Sunrise Functions

The TMCH Sunrise and Claims Platform will support the following Sunrise Functions:

- (a) Receive notifications from Registries when a domain name has been registered using an SMD File during the Sunrise period (a “**Sunrise Registration**”). Registries will send such information to IBM by uploading a file with the list of corresponding registered domain names (the “**Registry Sunrise LORDN File**”) using SFTP.
- (b) Review the Registry Sunrise LORDN File and make available for Registries a log file indicating for each line of the Registry Sunrise LORDN File whether the provided information was successfully processed or produced errors or warnings (a “**Registry Sunrise LORDN Log File**”). Registries will be able to download the Registry Sunrise LORDN Log File from IBM using SFTP and IBM will provide Registries the public key certificate allowing the Registries to verify IBM’s signature to such Registry Sunrise LORDN Log File. If errors are identified in the Registry Sunrise LORDN Log File, Registries will need to correct the errors and upload a corrected Registry Sunrise LORDN File.
- (c) Following receipt of a correct Registry Sunrise NORN File, generate and make available to the Trademark Clearinghouse Validators a file with the list of Sunrise Registrations (the “**Validator Sunrise NORN File**”) that match a Trademark submitted by such Trademark Clearinghouse Validator. Trademark Clearinghouse Validators will be able to download the Validator Sunrise NORN File from IBM using SFTP.
- (d) Receive from the Trademark Clearinghouse Validators a file containing the list of revoked SMD files attributable to trademark records validated by such Trademark Clearinghouse Validator (a “**Validator Revoked SMD List**”). Trademark Clearinghouse Validators will send such Validator Revoked SMD Lists to IBM by uploading the Validator Revoked SMD List using SFTP.
- (e) Make available for Registries and Registrars the list of revoked SMD Files as received from the Trademark Clearinghouse Validators (the “**Revoked SMD List**”) and generate and make available for Registries and Registrars the public key certificate allowing the Registries and Registrars to verify IBM’s signature of such Revoked SMD List. Registries and Regis-



trars will be able to download the Revoked SMD List from IBM using SFTP.

- (f) Provide the other Sunrise Services set forth in the Requirements (as defined below).
- (g) Provide the other services, such as service components specified in Section 3 below, included in this Sunrise and Claims SOW relating to the Sunrise Function.
- (h) Additional Sunrise Functions may be included by amendment to this Sunrise and Claims SOW.

2.1.2 Claims Functions

The TMCH Sunrise and Claims Platform will support the following Claims Functions:

- (a) Generate and make available to Registries the list of DNS labels that are subject to Claims Services (the “**DNS Label List**”), which DNS Label List shall be derived from the labels included in the Trademark Clearinghouse Database, and generate and make available for Registries and Registrars the public key certificate allowing the Registries and Registrars to verify IBM’s signature of such DNS Label List. Registries will be able to download the DNS Label List from IBM using SFTP. IBM will also generate a set of lookup keys as part of the DNS Label List, to be used by Registrars to retrieve claims notice information corresponding to the labels contained in the DNS Label List (the “**Lookup Key**”).
- (b) Provide Registrars with access to the Claims Notice Information Service (“**CNIS**”) to obtain the information required to provide the necessary information to populate notifications to domain name registrants who have requested domains that contains a label appearing on the DNS Label List. Registrars will be able to retrieve the claims notices from the CNIS using HTTPS and providing the Lookup Key for such requested domain.
- (c) Receive notifications from Registries when a domain name registration has matched a label contained in the DNS Label List during a TLD’s Claims Period (a “**Claim Registration**”). Registries will be able to upload a file with the list of corresponding registered domain names (the “**Registry Claim LORDN File**”) to IBM using SFTP.
- (d) Review the Registry Claim LORDN File and make available for Registries a log file indicating for each line of the Registry Claim LORDN File whether the provided information was successfully processed or produced errors or warnings (a “**Registry Claim LORDN Log File**”). Registries will be able to download the Registry Claim LORDN Log File from IBM using SFTP and IBM will provide Registries the public key certificate allowing the Registries to verify IBM’s signature to such Registry Sunrise LORDN Log File. If errors are identified in the Registry Claim LORDN Log File, Registries will need to correct the errors and upload a corrected Registry Claim LORDN File.
- (e) Following receipt of a correct Registry Claim LORDN File, generate and make available to the different Trademark Clearinghouse Validators a file with the list of Claim Registrations (the “**Validator Claim NORN File**”).



that match a Trademark submitted by such Trademark Clearinghouse Validator. Trademark Clearinghouse Validators will be able to download the Validator Claim NORN File from IBM using SFTP.

- (f) Provide the other Claims Services set forth in the Requirements (as defined below).
- (g) Provide the other services, such as service components specified in Section 3 below, included in this Sunrise and Claims SOW relating to the Claims Function.
- (h) Additional Claims Functions may be included by amendment to this Sunrise and Claims SOW.

The Sunrise and Claims Platform will be an extension of the TMCH Database Platform which is specified in a separate Statement of Work titled Trademark Clearinghouse, TMCH Database Platform Service, dated December 21, 2012 (the "**Database SOW**"). The Sunrise and Claims Functions will make use of the content contained in the TMCH Database Platform. The Sunrise and Claims Services are dependent on IBM's performance of the Database SOW and consequently, any termination of the Database SOW will have an impact on the Sunrise and Claims Functions, which the parties will meet in good faith to discuss.

IBM is not responsible for the accuracy of the Data Field Content (as defined in the Database SOW) provided by the Trademark Clearinghouse Validators that are deposited in the TMCH Database; provided, however, that IBM is responsible for accurately recording, storing and querying such Data Fields as stipulated in the Database SOW and this Sunrise and Claims SOW.

IBM is not responsible for (i) providing Sunrise NORN Notices or Claim NORN Notices to Trademark Holders or Trademark Agents or (ii) the generation, or storage, or distribution of SMD Files.

The Sunrise and Claims Services will be performed in accordance with the requirements as set forth in ICANN's "TMCH Functional Specifications", dated March 22, 2013 (the "**Requirements**") which is attached hereto as **Attachment 1**. The Sunrise and Claims Services will also be performed in accordance with the specifications set forth in the "TMDB Sunrise and Claims Architecture Specifications" (which will describe the general architecture of IBM's system with respect to the Sunrise and Claims Services) and "TMDB Sunrise and Claims Functional Specifications" (which will describe the interfaces between IBM and the Trademark Clearinghouse Validators), which will be completed after the date hereof in consultation among the parties and will thereafter be attached hereto and included as Requirements. ICANN may revise and supplement the Requirements, in which case such revised or supplemented Requirements shall be the Requirements for purposes of this Sunrise and Claims SOW and shall be set forth in a revised Attachment 1. For the avoidance of doubt, IBM is not responsible for delivering the full project scope of the Trademark Clearinghouse, but is responsible only for the services specified in the Agreement, the Database SOW and this Sunrise and Claims SOW, unless otherwise agreed in a PCR or other Statement of Work. The Parties acknowledge that the target date for completion and implementation of the TMCH Sunrise and Claims Platform and ability to provide all Sunrise and Claims Services included herein is June 30th, 2013 (the "**Target Date**"), provided that the Target Date may be adjusted upon mutual agreement if changes to the Requirements document after the date hereof require such an adjustment.

All fees relating to this Sunrise and Claims SOW are contained in the Fee Specification attached hereto as **Attachment 2** (the “**Fee Specification**”).

In case of ambiguity, IBM may contact ICANN for clarification of the Requirements. If any clarifications, amendments or supplements to the Requirements by ICANN result in a material timeline constraint, a material increase in the complexity or costs for IBM to perform the Sunrise and Claims Services, IBM will inform ICANN thereof and the Parties will negotiate in good faith an amendment to the Agreement (including the Fee Specification) or this Sunrise and Claims SOW to account for such modification’s material impact as appropriate. If after good faith discussions, the Parties cannot agree on whether the impact is material or not, the impact will be considered material. Requests for new services or material modifications to existing services will be handled via the Project Change Control Procedure as specified in Section 11 hereto.

The contents of the Sunrise and Claims Services can be extended or modified as an amendment to the Agreement or this Sunrise and Claims SOW.

3 Service Components

3.1 TMCH Sunrise and Claims Platform

3.1.1 Functions

The TMCH Claims and Sunrise Platform will support the following functions:

- (a) The Sunrise and Claims Functions stated in Section 2 hereof.
- (b) **Platform User Registration and Administration Function.** IBM will provide Platform User registration and administrative function services, including providing of a web interface (the “**Platform Website**”) for User registration and administration, allowing for User registration, providing of User credentials, and the administration of connection details (including IP addresses) of Users to use the TMCH Sunrise and Claims Services. For purposes of this Sunrise and Claims SOW, “**Platform Users**” will be Registries, ICANN accredited Registrars, ICANN, and Trademark Clearing-house Validators, including, in each case, their respective Authorized Persons (as defined in Section 3.3).

ICANN will make available to IBM a list of accredited Registrars eligible to act as registrars for gTLDs delegated pursuant to the New gTLD Program, which will be in the form of a separate electronic list (csv) provided to IBM by ICANN and will include each Registrar’s email information. ICANN will use commercially reasonable efforts to provide an updated list of accredited Registrars to IBM as soon as the list provided to IBM becomes inaccurate or incomplete. IBM will process the list once a day.

ICANN will use commercially reasonable efforts to notify IBM within fourteen (14) calendar days following ICANN’s entry into a registry agreement with each Registry for each TLD related to the New gTLD Program (each, a “**Registry Agreement Notification**”).

ICANN’s policy related to rights protection mechanisms will provide that Registries are required to provide IBM advance written notice (which may be in electronic form) at least thirty (30) calendar days prior to the start of each TLD’s period during which the Sunrise Services will be provided (the “**Sunrise Period**”) and provide IBM with:

- Confirmation that the Registry has completed its testing of the TMCH Sunrise and Claims Platform;
- The start date and duration of the Sunrise Period for such TLD; and
- The start date and duration of the period during which the Claims Services will be provided (the “**Claims Period**”) for such TLD (such notification, the “**Initiation Notification**”).

IBM shall be responsible for determining the URL of the Platform Website, *provided, however*, that IBM shall obtain the prior written consent of ICANN before making any changes to such URL or the associated domain names. ICANN may request at any time that IBM transfer, without further consideration, all rights, title and interests in the associated domain names of such URL to ICANN or, if no such transfer has previously occurred, transfer the associated domain names of such URL to ICANN within fifteen (15) calendar days of IBM’s delivery or receipt, as applicable, of either a notice of an intent not to renew or a notice of an intent to



terminate the Agreement. The form and content of the Platform Website shall be reasonably acceptable to ICANN.

- (c) **Reporting Function.** IBM will provide monthly reporting to ICANN related to the Sunrise and Claims Functions in scope of this Sunrise and Claims SOW (the “**Sunrise and Claims Reports**”). The Sunrise and Claims Reports will be retrievable by ICANN personnel via SFTP by the close of the second (2nd) Belgian business day of each month and may thereafter be published by ICANN on its website at ICANN’s sole discretion.

The Sunrise and Claims Reports will be formatted in a standard text-only, comma-delimited format (CSV as described in RFC 4180) for import and analysis in widely available software tools. All Sunrise and Claims Reports will reflect the counters and calculated values for the period beginning at 00:00:00 UTC on the first day of the reporting period and concluding at 23:59:59 UTC of the last day of the reporting period.

The Sunrise and Claims Reports will include the following for each reporting period:

Field #	Description	Contents
Per TLD		
01	Duration of Sunrise Period	Start Day - End Day
02	Domains registered in Sunrise Period	Total number of domains registered using a Sunrise code
03	Duration of Claims Period	Start Day - End Day
04	Domains registered in Claims Period	Total number of domains under claim registered during the Claims Period
Global		
05	CNIS requests	Total number of CNIS requests
06	CNIS requests per Registrar	Total number of CNIS requests per Registrar
07	Revoked SMDs per Trademark Clearing-house Validator	Source of each revoked SMD that appears on the Revoked SMD List

IBM will cooperate with ICANN to provide additional reporting data on a per-request basis, up to a maximum of 10 ad hoc additional reporting items per calendar year.

- (d) **Logging and Data Retention.** Execution of the Sunrise and Claims Functions will be logged to the extent required to support the fees charged pursuant to the Fee Specification.



For Sunrise Functions, IBM shall log at least the following (which shall be retained for a minimum of five (5) years, or, if the Agreement is extended, for such time of the extension up to a total of ten (10) years):

- (i.) When and from which Registry (IP address and credentials used) each Sunrise Registration was received.
- (ii.) Each iteration of the Registry Sunrise LORDN File (IP address and credentials used) and the contents thereof (including any Registry Sunrise LORDN File with errors).
- (iii.) Each Registry Sunrise LORDN Log File, the contents thereof and the Registry (IP address and credentials used) who received it and when.
- (iv.) Each iteration of the Validator Sunrise NORN File and the contents thereof.
- (v.) Each iteration of the Revoked SMD List and the contents thereof.
- (vi.) When and who (IP address and credentials used) downloaded the Revoked SMD List.

For Claims Functions, IBM shall log at least the following (which shall be retained for a minimum of five (5) years, or, if the Agreement is extended, for such time of the extension up to a total of ten (10) years):

- (i.) Each iteration of the DNS Label List and the contents thereof
- (ii.) When and who (IP address and credentials used) downloaded the DNS Label List.
- (iii.) When and from which Registry (IP address and credentials used) each Claims Registration was received.
- (iv.) Each iteration of the Registry Claims LORDN File (IP address and credentials used) and the contents thereof (including any Registry Claims LORDN File with errors).
- (v.) Each Registry Claims LORDN Log File, the contents thereof and the Registry (IP address and credentials used) who received it and when.
- (vi.) Each iteration of the Validator Claim NORN File and the contents thereof
- (vii.) When and who (IP address and credentials used) downloaded the Validator Claim NORN File.
- (viii.) The contents of the trademark claims notice that were used to register a domain name based on the Registry Claims LORDN File.

For the CNIS, IBM shall log at least the following for each live query (which shall be retained for a minimum of one (1) year):

- (i.) The identity of the Registrar (IP address and credentials used) that initiated the CNIS query.
- (ii.) What label was the subject of the CNIS query.
- (iii.) The time as which such CNIS query was received by the TMCH Sunrise and Claims Platform.
- (iv.) The content of the claims notice provided to such Registrar by the TMCH Sunrise and Claims Platform in response to such CNIS query.
- (v.) The time as which the TMCH Sunrise and Claims Platform responded to such CNIS query.

For integration with the Trademark Clearinghouse Validators, IBM shall log at least the following (which shall be retained for a minimum of five (5) years, or, if the Agreement is extended, for such time of the extension up to a total of ten (10) years):

- (i.) Each export and import file sent from a Trademark Clearinghouse Valida-



- tor (including any such files with errors).
- (ii.) When and which Trademark Clearinghouse Validator (IP address and credentials used) provided any export or import file.
- (iii.) Any log file resulting from the processing of the Trademark Clearinghouse Validator export files

Except as described above, any files made available to or by the TMCH Sunrise and Claims Platform will be retained for a maximum period of 1 year after creation or receipt. Incident and Support Request records, as well as any other Service Management and Service Governance related records will be maintained for a maximum period of 3 months.

The structure of the log files will be determined in good faith between ICANN and IBM in accordance with the Requirements. IBM shall provide ICANN with reasonable access to all data logged and retained in accordance with this Section 3.1.1(d) and upon termination of the Agreement will provide ICANN with a copy of such log files.

All logging information identified above will be made available to ICANN upon request. IBM and ICANN will agree on which logging information is going to be stored in the TMCH Database Platform (such information, the “**Escrowed Data**”). If ICANN wants to have information that is not generally stored in the TMCH Database Platform to be escrowed, IBM will make this information available to an escrow provider at ICANN’s direction and expense.

- (e) **Test Function.** IBM will provide Registrars and Registries with a means to perform integration testing (the “**Test Function**”) for the following Sunrise and Claims Functions:
- (i.) Upload of Registry Sunrise LORDN File from IBM using SFTP
 - (ii.) Download of Registry Sunrise LORDN Log File from IBM using SFTP
 - (iii.) Download of Revoked SMD List from IBM using SFTP
 - (iv.) Download of DNS Label List from IBM using SFTP
 - (v.) Retrieval of claims notice from IBM CNIS using HTTPS
 - (vi.) Upload of Registry Claim LORDN File using SFTP to IBM
 - (vii.) Download of Registry Claim LORDN Log File from IBM using SFTP

The Test Function will be made available by providing Registries and Registrars access to the TMCH Sunrise and Claims Platform via temporary test accounts. The Test Function shall operate with separate data from the operational TMCH Sunrise and Claims Platform, be populated with hypothetical data and allow Registries and Registrars the ability to test each possible outcome of the Sunrise and Claims Services. The final implementation of the Test Function within the infrastructure contemplated herein will be discussed and agreed to by IBM and ICANN.

The earliest the Test Function will be available is the Target Date. From the Target Date, the Test Function will be available to Registrars and Registries and may be utilized for up to fourteen consecutive days by such Registrar or Registry.

No Service Levels will apply to the Test Function.

3.1.2 Integration with Validation Function

As part of this Sunrise and Claims SOW, IBM will provide for the integration between Trademark Clearinghouse Validators, the TMCH Database Platform and the Sunrise and Claims Platform. This integration will be in a first phase realized with Deloitte as the initial Trademark Clearinghouse Validator.

The integration mechanism will consist of:

- (a) Making available the Validator Claims NORN File and the Validator Sunrise NORN File for download from IBM using SFTP to the Trademark Clearinghouse Validators, so that the Trademark Clearinghouse Validators can provide Sunrise NORN Notices and Claims NORN Notices.
- (b) Receiving the Revoked SMD List from the Validators. Validators will be able to upload the Revoked SMD List to IBM using SFTP.

IBM will provide all necessary testing for the first Trademark Clearinghouse Validator as of the date hereof to effectuate this integration.

No other interface with the Trademark Clearinghouse Validators is included in this Sunrise and Claims SOW.

Additional integration services, including integration with additional Trademark Clearinghouse Validators, is not included in the current scope. The Parties may agree to include such services at a later stage upon agreement between IBM and ICANN. This will be handled via the Project Change Control Procedure.

3.1.3 Infrastructure

IBM will provide, install and configure the infrastructure underlying the TMCH Sunrise and Claims Platform. This includes the following (the “**Infrastructure Services**”):

- (a) Datacenter Facilities
- (b) Servers
- (c) Storage
- (d) Backup & Restore
- (e) NW services
- (f) Middleware Components, including DB2
- (g) OS
- (h) Firewall and Intrusion Detection services
- (i) Infrastructure Architecture Definition
- (j) Infrastructure Capacity Planning

The Parties may agree to include additional Infrastructure Services upon joined decision and agreement between IBM and ICANN.

The CNIS service will be deployed in two regional datacenters, which shall be located in two separate continents to the extent feasible as reasonably determined by IBM.



IBM is solely responsible for the selection of the locations. At all times, IBM retains the right to change the locations of the CNIS datacenters; provided, however, that IBM shall at all times remain responsible for fully providing the Sunrise and Claims Services in accordance with the Service Levels and notifies ICANN of such location changes. All other Sunrise and Claims Services will be centralized and will be co-located with the TMCH Database Platform (as defined in the Database SOW) in a dual datacenter set-up.

3.1.4 Platform Operations, Administration, and Maintenance

IBM will perform customary operations, administration, and maintenance services, including 24/7 support and troubleshooting (the “**OAM Services**”).

The OAM Services include activation and usage of the processes for managing and delivering the Sunrise and Claims Services. IBM will utilize the following service management processes for managing the provision of the OAM Services:

- (a) Change Management is the process for planning, testing, coordinating, implementing and monitoring changes affecting service delivery and the operating environments without adversely impacting service delivery.
- (b) Escalation Management is the process for escalating and resolving issues associated with requests (for example, change requests, incident resolution requests).
- (c) Incident Management is the process for minimizing the impact of Incidents affecting the availability of the Sunrise and Claims Services, which is accomplished through analysis, tracking, and prevention of Incidents.
- (d) Service Level Management is the process for monitoring and tracking performance against the Service Levels as specified in Section 4 of this Sunrise and Claims SOW.

3.2 Support

IBM will provide Platform User Support Services (the “**Support Services**”) in English to Authorized Users of Registries, ICANN and Trademark Clearinghouse Validators via a web ticketing function or by phone. IBM will provide the Support Services in accordance with IBM’s standard service processes, a copy of which has been presented to ICANN. The Support Services are included with the fees charged pursuant to the Fee Specification and will not result in any additional charge to ICANN or any other Authorized User of the Sunrise and Claims Service.

The web ticketing tool interface will be available in English. IBM will use its standard service desk infrastructure to provide this Web Ticketing Function in accordance with IBM’s standard practices, as previously described to ICANN in writing.

IBM will only be required to provide the Support Services to a maximum of five (5) Authorized Users of ICANN, five (5) Authorized Users per Trademark Clearinghouse Validator, five (5) Authorized Users per Registry and five (5) Authorized Users per Registrar (collectively, the “**Authorized Users**”).

The Support Services will be available to Registries following IBM’s receipt of the Registry’s Registry Agreement Notification from ICANN. The Support Services will be available to Registrars from the date the Registrar first utilizes the Test Function.

As part of the Support Services, IBM will maintain an Application Manual and Q&A webpages (both in English) related to the Sunrise and Claims Services. For the avoidance of doubt, such Application Manual and Q&A webpages are meant to be explanatory and informational and will not impose any additional duties or obligations beyond what is contemplated by this Sunrise and Claims SOW.

The Authorized Users can use the Support Services to report Incidents and raise How To Questions. Incident handling is detailed in Section 4. For How To Questions, the Authorised User will be referred to the Q&A webpages, application manual or regular support webcast (“**Support Webcast**”). Such Support Webcasts will be conducted weekly for the first year, biweekly in the second year, and monthly as of the third year and thereafter. Each Support Webcast will have a duration of maximum 2 hours, unless otherwise mutually agreed to by ICANN and IBM.



4 Service Support Flow, Incident Handling, and Service Levels

4.1 Incident Handling

During the performance of the Sunrise and Claims Services, it is possible that certain incidents may arise through the fault of either, both or neither of the Parties that cause disruptions in the Sunrise and Claims Services (“**Incidents**”).

Incidents will be attributed a “**Severity Level**” (as defined below) and will be handled in accordance with their Severity Level.

IBM and ICANN will agree to a detailed list of incidents and categorize them under the different severity levels during the first 6 months following the date of this Sunrise and Claims SOW.

Authorized Users can raise Incidents with IBM via the Support Services. Handling of Incidents is included in the scope of the Support Services.

4.1.1 Incident Severity Definition

Severity Level	Description
1	<ul style="list-style-type: none"> • Critical operability impact and Sunrise and Claims Functions unavailable • Security and integrity of the Sunrise and Claims Functions is compromised or attacked
2	<ul style="list-style-type: none"> • Major operability impact • Sunrise and Claims Functions available but materially degraded • Failure to act may lead to Severity Level 1
3	<ul style="list-style-type: none"> • Minor operability impact • Sunrise and Claims Functions available but immaterially degraded • Failure to act may lead to Severity Level 2

4.1.2 Incident Handling Service Level Objectives

IBM will provide the following service level objectives for investigation and resolution of all Incidents related to the Sunrise and Claims Functions:

Severity Level	Update Frequency*	Reaction Time**
----------------	-------------------	-----------------



1	< 1 hour	30 minutes
2	< 8 hours	1 hour
3	< 3 calendar days	Within 1 business day***

* - Update frequency refers to updates from IBM to the Authorized User having filed the ticket relating to the Incident (i.e. the reference number for support services in respect of an incident). Updates can be made by phone or web ticket update.

** - Reaction Time refers to the timeframe by which IBM must begin diligent and comprehensive review of the applicable Incident (includes provision - by phone or web ticket update - of the reference number for the Incident to the Authorized User having filed the Incident).

*** - All times are stated in CET and services will be performed on local IBM Belgium business days from Monday to Friday.

4.2 Sunrise and Claims Functions Service Level

These service levels provide metrics to measure performance of the Sunrise and Claims Services (the “Service Levels”). IBM shall perform the Sunrise and Claims Functions in accordance with the specification and requirements of the Service Levels.

	Service Area	Service Level (per month)	Notes
1	Sunrise Service		
	Receive Registry Sunrise LORDN Files	The SFTP function allowing Registries to transfer the Registry Sunrise LORDN Files to IBM will be 99.99% available (outside of planned maintenance windows).	IBM will allow the submission of multiple Registry Sunrise LORDN Files per day between 00:00 - 03:00 AM UTC. The last successfully submitted Registry Sunrise LORDN File each day is considered the final file.
	Make available Registry Sunrise LORDN Log File	The Registry Sunrise LORDN Log File will be made available to the Registry within 30 minutes of receiving the applicable Registry Sunrise LORDN File (outside of planned maintenance windows).	IBM will be required to make a Registry Sunrise LORDN Log File available to the Registry within 30 minutes after the Registry Sunrise LORDN File was received from the Registry.



		The SFTP function allowing Registries to retrieve the Registry Sunrise LORDN Log File will be 99.99% available (outside of planned maintenance windows).	
	Make available Validator Sunrise NORN File	<p>The Validator Sunrise NORN File will be made available for the Trademark Clearinghouse Validator to download within 3 hours of receiving the applicable Sunrise Registrations from Registries (outside of planned maintenance window).</p> <p>The SFTP function allowing Trademark Clearinghouse Validators to retrieve the file will be 99.9% available (outside of planned maintenance window).</p>	IBM will only be required to make the Validator Sunrise NORN File available to the Trademark Clearinghouse Validators once a day, which shall occur at a regular interval day-to-day.
	Receive Revoked SMD List	The SFTP function allowing Trademark Clearinghouse Validators to upload the Validator SMD Revoked List will be 99.9% available (outside of planned maintenance windows)	IBM will only be required to accept a Validator SMD Revoked List once per day from each Trademark Clearinghouse Validator.
	Make available Revoked SMD List	The STP server where the Revoked SMD List will be published will have an availability of 99.99% (outside of planned maintenance window).	IBM will be required to publish the Revoked SMD List daily at 00:00 and 12:00 UTC.
2	Claims Service		
	Publish for Registries the DNS Label List	The webpage on the Platform Website where the DNS Label List will have an availability of 99.99% (outside of planned maintenance window).	IBM will be required to update the DNS Label List daily at 00:00 and 12:00 UTC.
	Receive Registry Claim NORN File	The SFTP function allowing Registries to transfer the Claims Registrations to IBM will be 99.9% available (outside of planned maintenance window).	<p>IBM will allow the submission of multiple LORDN files per day between 00:00 - 03:00 AM UTC.</p> <p>The last successfully submitted Registry Claim LORDN File each day is</p>



			considered the final file.
	Make available Registry Claim LORDN Log File	<p>The Registry Claim LORDN Log File will be made available to the Registry within 30 minutes of receiving the applicable Claims Registration (outside of planned maintenance window).</p> <p>The SFTP function allowing Registries to retrieve the Registry Claim LORDN Log File will be 99.9% available (outside of planned maintenance window).</p>	IBM will be required to make a Registry Claim LORDN Log File available to the Registry within 30 minutes after the Registry Claim LORDN File was received from the registry.
	Make available Validator Claim NORN File	<p>The Validator Claim NORN File will be made available for the Trademark Clearinghouse Validator to download within 6 hours of receiving the applicable Claims Registrations from Registries (outside of planned maintenance window).</p> <p>The SFTP function allowing Trademark Clearinghouse Validators to retrieve the file will be 99.9% available (outside of planned maintenance window).</p>	IBM will only be required to make the Validator Claim NORN File available to the Trademark Clearinghouse Validators once a day, which shall occur at a regular interval day-to-day.
	Claims Notice Info Service (CNIS)	<p>The CNIS function will be available 99.99% to respond to query requests from Registrars.</p> <p>Claims notice are going to be generated at 00:00 and 12:00 UTC.</p> <p>Responses to requests will have a <2 seconds response time in 90% of cases (performance is measured as time between receiving the request and start of response measured at the application layer).</p>	<p>The CNIS function will support a maximum peak of 1,200 concurrent CNIS queries per second per datacenter.</p> <p>ICANN and IBM will agree on a schedule of maximum peak of concurrent CNIS queries per second to support. IBM will propose when to review the schedule based on the statics of the CNIS.</p> <p>Individual Registrar capacity (in terms of bandwidth consumed, or number of concurrent requests, or any other capacity measure) will be throttled to provide a fair share of capacity to Reg-</p>

			istrars.
3	Support Service		
	Phone Support to Platform Users	24 hours a day, every day.	
	Web Ticketing Tool to Platform Users	The tool will be available 99.9% (outside of planned maintenance window).	
	Platform Website	The Platform Website will be available 99.9% (outside of planned maintenance window).	

In case the volume of transactions that the Sunrise and Claims Platform or Support Services needs to support is due to suspected misuse of the Sunrise and Claims Platform or Support Services, IBM will notify ICANN of such suspicion and the parties will discuss appropriate handling of the suspected misuse. In case the volume of transactions that the Sunrise and Claims Platform or Support Services needs to support is due to a greater or earlier than anticipated Registry volume that results in a material timeline constraint, a material increase in the complexity or costs for IBM to perform the Sunrise and Claims Services (not exceeding the requirement for 1,200 CNIS queries per second), the Fee Schedule will not be altered. Requests for material modifications to existing services, such as increasing the maximum CNIS performance capacity, will be handled via the Project Change Control Procedure as specified in Section 11.

IBM shall use commercially reasonable efforts to ensure that each Registrar is provided with an equal, non-discriminatory portion of the CNIS queries available at any given second. The parties will develop, in good faith, the procedures for ensuring such equal treatment.

Except for the Sunrise Services and the Claims Services contemplated hereunder, IBM shall not provide or offer any services utilizing or related to the TMCH Database Platform or the TMCH Sunrise and Claims Platform to any Registrar, Registry, any affiliate or a Registrar or Registry, or any third party providing Registrar or Registry related services ("**Additional Services**"), without the prior written consent of ICANN (which may be withheld in its discretion). Should ICANN approve, and IBM make available, such Additional Services, IBM must make such Additional Services available on an equal and non-discriminatory basis. Further, IBM will not give a recipient of Additional Services preferential treatment with respect to any aspect of the Sunrise Services or the Claims Services. For the avoidance of doubt, IBM will not be prevented from servicing its clients who happen to be Registries or Registrars (or their affiliates) for matters unrelated to the TMCH Database Platform or the TMCH Sunrise and Claims Platform.

ICANN and IBM shall jointly develop a standard terms and conditions for Registries and Registrars to accept prior to accessing the TMCH Sunrise and Claims Platform (the "**Terms and Conditions**"). ICANN will be the responsible party for enforcing the Terms and Conditions.

Service Maintenance



In the event that IBM schedules a planned maintenance period, it will provide notice to ICANN, the Trademark Clearinghouse Validators and all Registries and Registrars who are then making use of the Sunrise and Claims Services at least 96 hours in advance of that maintenance window, which notice will specify the nature of such maintenance and the anticipated impact of such maintenance upon availability and performance of the system. IBM must receive prior written consent of the ICANN Service Manager prior to implementing any maintenance period. IBM shall provide for redundant service capabilities to ensure compliance with the required Service Levels.

Planned maintenance periods are the timeslots during which IBM will schedule maintenance tasks for the TMCH Sunrise and Claims Platform that may impact the availability of the TMCH Sunrise and Claims Platform. In addition to the foregoing, IBM will comply with the following requirements relating to planned maintenance periods:

- (A) Maintenance periods will be determined each quarter and shall consist of at least two maintenance periods (which represent at the most) per datacenter site: (i) one lasting 4 hours, on a business day (i.e. IBM Belgium business day), after service hours; and (ii) one lasting 12 hours, during a weekend. The maintenance period must occur only between 4:00 and 11:00 UTC or between 13:00 and 23:00 UTC.
- (B) The Parties agree to negotiate on an exceptional basis one maintenance period of a maximum of 24 hours per datacenter site if required, provided that ICANN shall not be required to agree to any such maintenance periods unless (i) IBM confirms that any such exceptional maintenance will not be performed on more than one data site at a time, and (ii) ICANN determines in its reasonable discretion that IBM will maintain operation of the TMCH Sunrise and Claims Platform during such maintenance period.
- (C) ICANN and IBM may mutually agree to establish additional maintenance periods per datacenter site.

In emergency situations, IBM may ask ICANN to approve maintenance periods outside the above planned maintenance periods.

IBM reserves the right to perform extended facility maintenance at its data centers, which maintenance IBM estimates will be done no more frequently than every two and one-half (2 ½) years. Such extended maintenance will be performed during a window which may begin at any time starting on a Saturday after 12:01 a.m. CET and which will end no later than the following Sunday at 11:59 p.m. CET and will be considered a scheduled outage. All computer processing equipment (for example, mainframe and midrange servers, data and voice communications equipment, desktop computers) used to provide the Services from such location will be non-operational during such period. IBM will provide written notification to ICANN of the date and times of such extended maintenance period no later than 180 days prior to the planned extended maintenance date, or upon execution of this Agreement, if such execution occurs within 180 days of the next planned extended maintenance period. IBM will manage this extended facility maintenance in such a manner that the impact to the Services will be minimal. During any period of maintenance pursuant to this paragraph, IBM will maintain operation of the TMCH Sunrise and Claims Platform.



As much as possible maintenance will be performed at one datacenter site at a time, while service is provided through the other datacenter site (or datacenter sites in case of the CNIS service), thus minimizing the possibility of unavailability of the TMCH Sunrise and Claims Platform during maintenance as much as possible.

5 Organization and governance

5.1 Service Implementation Project

IBM will provide project management for the Sunrise and Claims Services and will allocate a project manager for the duration of the implementation project (the “**Project Manager**”). ICANN must approve each Project Manager, which approval shall not be unreasonably withheld.

IBM will provide the following realization project reporting during the implementation phase (i.e. prior to the date the TMCH Sunrise and Claims Platform is made available) (the “**Implementation Phase**”):

- (i) Weekly status reports, in substantially the form of the Client Status Report attached hereto as **Attachment 4** (the “**Form of CSR**”).
- (ii) Weekly risk and issue logs, in the Form of CSR (the foregoing (A) and (B), the “**Implementation Reports**”).

5.2 Organization and Governance Structure

Following the Implementation Phase (the “**Operational Phase**”), IBM shall maintain a “**Service Management Organization**” comprised of experienced IBM professional employees to manage IBM personnel and its Subcontractors for the ongoing delivery of the Sunrise and Claims Services. IBM will appoint a Project Executive (“**Project Executive**”) and a Service Manager (“**Service Manager**”) to manage IBM’s provision of the Sunrise and Claims Services.

IBM expects ICANN to appoint corresponding counterparts.

The IBM Project Executive is responsible for the success of the engagement with ICANN. The Project Executive will be the business interface with ICANN. Primary responsibilities of the Project Executive include:

- (A) Managing the overall relationship between IBM and ICANN; and
- (B) Ensuring that IBM fulfils all of its obligations under the Agreement and this Sunrise and Claims SOW.

The IBM Service Manager will be ICANN’s main contact for the Sunrise and Claims Services and has overall responsibility to ensure that the Sunrise and Claims Service are delivered in accordance with the Agreement and this Sunrise and Claims SOW.

Primary responsibilities of the Service Manager include:

- (A) Checking that all Service Levels are met in accordance with Section 4 and initiating corrective action for any failure to achieve Service Levels;
- (B) Managing and resolving delivery issues;
 - (i) Risk management;
 - (ii) Overseeing day-to-day delivery of the Sunrise and Claims Services;
 - (iii) Maintaining quality management of the Sunrise and Claims Services;
 - (iv) Management of Subcontractors assisting in the providing of the Sunrise and Claims Services;



- (v) Remaining responsible for projects executed within IBM regarding the Sunrise and Claims Service; and
- (vi) Being responsible for the OAM Services.

Service Management Service Hours

In additional to any requirements specified in Section 4, the Service Management Organization will be available during the service hours specified in the following table for the applicable services.

All times are stated in CET and services will be performed on local IBM Belgium business days from Monday to Friday.

Service Management Services	Service Hours	Notes
Coordination of Severity Level 1 and Severity Level 2 Incidents	24 hours a day, every day	
Coordination of emergency changes required to solve Severity Level 1 Incidents	24 hours a day, every day	
Coordination/planning of Changes	Business Days CET 9:00 – 18:00	
Coordination of Incidents of Severity Level 3	Business days CET 9:00 – 18:00	
Delivery of Reports	Business days CET 9:00 – 18:00	
Service Request Handling	Business days CET 9:00 – 18:00	
Service meetings	Business days CET 9:00 – 18:00	In mutual agreement, conference calls can be scheduled outside this range.
Operational escalation management	24 hours a day, every day	

Service Reporting

IBM will provide monthly reports detailing its performance of this Sunrise and Claims SOW on the Form of CSR at least monthly (the “**Service Reports**”, and together with the Implementation Reports and the Sunrise and Claims Reports, the “**Reports**”). ICANN may disclose or publish all or portions of the Service Reports (a “**Service Report Publication**”), provided that (i) the content of any such Service Report Publication must consist of the information set forth in one or more Service Reports, (ii) prior to any such disclosure or publication, IBM has consented to the form of such Service Report Publication (which consent shall not be unreasonably withheld or delayed) and (iii) ICANN has provided IBM three Belgian business days to provide explanatory comments to the Service Report Publication, which comments ICANN shall include with the published version of the Service Report Publication (unless otherwise agreed to by IBM). If IBM has not objected to or provided any comments to any Service Report Publication during the three Belgium business days following ICANN’s delivery of such Service Report Publication to IBM, IBM will have been deemed to have consented to the disclosure and publication of such Service Report Publication in substantially the form provided by ICANN without commentary.

Service Meetings

The Parties will endeavor to have monthly service delivery review meetings to discuss the Reports.

Escalation Procedure

Escalation is involving the next higher level of both ICANN and IBM management when an issue cannot be solved on a lower level. Escalation will take place within both the ICANN and IBM organizations. When an issue is escalated to a higher management level, this level is the owner of the issue and is responsible for solving the issue.

Initially, operational issues of the TMCH Sunrise and Claims Platform or Incidents regarding the Sunrise and Claims Service, including issues with services provided by IBM Subcontractors, will be handled at the Service Manager level.

If the Service Manager’s are unable to resolve an issue, the issue shall be escalated to the Project Executive level. The Project Executive level will be involved when an issue affects the delivery of Sunrise and Claims Services globally and higher management attention of both ICANN and IBM is required to set priorities and take required decisions.

In case further escalation is required, the Executive Officers (as defined in the Agreement) shall be involved.

Strategy Committee and Governance

The Parties will jointly create a board consisting of one or more management level employees from each of ICANN and IBM, and shall include ICANN’s and IBM’s respective Project Executives (the “**Strategy Committee**”), which shall be the same Strategy Committee as appointed under the Database SOW.

6 IBM Responsibilities

In addition to the obligations, covenants and representations contained in the Agreement, IBM warrants that it shall provide the TMCH Sunrise and Claims Services in accordance with the specifications of this Sunrise and Claims SOW.

IBM will be solely responsible for providing the run time infrastructure for the Sunrise and Claims Services and the correct development of the TMCH Sunrise and Claims Platform in line with the Requirements.

IBM's responsibilities include:

- (a) Providing the Sunrise and Claims Services specified in Section 2.
- (b) Provision, installation and configuration of the infrastructure underlying the TMCH Sunrise and Claims Platform, which includes the Infrastructure Services.
- (c) Making staff available for any meetings as reasonably required and on condition that such meetings are duly communicated within a reasonable timeframe.
- (d) Ongoing infrastructure operations, support and maintenance, as specified in this Sunrise and Claims SOW.
- (e) Infrastructure architecture.
- (f) Infrastructure capacity planning.
- (g) Security management, including:
 - (h) Security compliance
 - (i) Thread protection
 - (j) Infrastructure monitoring.
- (k) Providing the Support Service.
- (l) High availability services.
- (m) Project management related to IBM realization activities and deliverables.
- (n) Ongoing service management.
- (o) Appointing a Project Executive and Service Manager.
- (p) Providing the Reports.
- (q) Complying with the Fee Specification.

In addition to the above, IBM shall provide non-discriminatory access to the Sunrise and Claims Services to all Trademark Clearinghouse Validators, Registries, Registrars, Trademark Holders and Trademark Agents, as applicable, on substantially similar terms and conditions.

The Parties may agree to include additional items.

7 ICANN Responsibilities

In addition to the obligations, covenants and representations contained in the Agreement, ICANN shall perform the following responsibilities:

- (a) Project management related to ICANN's obligations hereunder.
- (b) Appointing a Project Executive and Service Manager, as well as designate a maximum of 5 persons who will be authorized to request Reports.
- (c) Providing to IBM the list of names allowed to request reports and issue tickets for ICANN.
- (d) Making staff available for any meetings as reasonably required and on condition that such meetings are duly communicated within a reasonable timeframe.
- (e) Make available the list of accredited Registrars as specified herein,
- (f) Notifying IBM of ICANN's entry into agreements with Registries as specified herein.
- (g) Ensuring that Registries provide IBM with their Initiation Notifications.

In addition to the above, ICANN will provide IBM at least sixty days advance notice before ICANN enters into an agreement with a third party pursuant to which such third party becomes a Trademark Clearinghouse Validator.

8 Deliverables

The following is the list of deliverables which will be provided by IBM:

- (A) TMCH Sunrise and Claims Platform, including the CNIS
- (B) The Reports
- (C) Support Services, including the Application Manual
- (D) The Escrowed Data

All documentation deliverables will be provided in English.

9 Publication

Notwithstanding any provision to the contrary in the Agreement, from the date hereof, the Parties shall be allowed to use the name of the other Party in connection with any communication (whether in writing or oral) containing a general and objective description of the Trademark Clearinghouse or the Sunrise and Claims Services, including IBM's services as the provider of the TMCH Sunrise and Claims Platform and general status updates regarding the development of the Sunrise and Claims Platform.

Except as set forth in Schedule A to the Agreement, neither Party shall use the other Party's name in external communications without the other Party's prior written consent (not to be unreasonably withheld or delayed) for any other purpose other than the general description of the Trademark Clearinghouse or the Sunrise and Claims Services, including IBM's services as the provider of the TMCH Sunrise and Claims Platform and general status updates regarding the development of the Sunrise and Claims Platform.

Except as set forth in Schedule A to the Agreement, neither Party is authorized to use the logo of the other without the prior written consent of the other Party.

10 Acceptance Criteria

The following acceptance criteria are defined:

- (A) The TMCH Sunrise and Claims Platform must be compliant with the Requirements.
- (B) Provided that the Sunrise and Claims Platform meets each of the Requirements, the TMCH Sunrise and Claims Platform will be considered accepted by ICANN ninety (90) calendar days after it is used in production.

11 Project Change Control Procedure

The following provides a detailed process to follow if a change to this Sunrise and Claims SOW is required:

- (a) A Project Change Request (“**PCR**”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Sunrise and Claims Services.
- (b) The Parties shall bear their own costs in connection with the PCR process, except if such PCR is an extraordinary deviation from the existing Sunrise and Claims Services (in which case the Parties will discuss such costs).
- (c) PCRs must be delivered by the Project Executive of the applicable Party.
- (d) Should the implementation of the changes specified in a PCR have a material impact on the costs of providing the Sunrise and Claims Services, the Parties will negotiate in good faith an amendment to the Agreement (including the Fee Specification) or this Sunrise and Claims SOW to account for such modification’s material impact as appropriate. If, after good faith discussions, the Parties cannot agree on whether the impact is material or not, the impact will be considered material.
- (e) The proposed changes to the Sunrise and Claims SOW must be signed by both Parties to authorize implementation of the changes specified in the PCR.

12 Materials

For the purposes of this Sunrise and Claims SOW, the term “**Materials**” shall mean all inventions, literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that (i) are developed or created by IBM, its Affiliates or their Subcontractors in the course of or in order to provide the Sunrise and Claims Services and the Sunrise and Claims Functions and (ii) would be reasonably necessary for a competent information technology services company to provide the Sunrise and Claims Services; provided, however, that “Materials” shall not include any commercially available software made available by IBM to its clients generally (such as DB2 database software).

13 Miscellaneous

(a) Investment Protection

- (i.) If the fees invoiced to ICANN by IBM pursuant to Sections (a) and (b) of the Fee Schedule for each Year of the Agreement are less than \$800,000 USD, excluding the following taxes (which are the only taxes that may be charged to ICANN with respect to such fees), if applicable: any VAT, sales tax, consumption tax or any other similar tax (the “**Yearly Minimum**”), ICANN agrees to pay to IBM the difference between the Yearly Minimum and the amount actually invoiced for such Year (a “**Shortfall Payment**”), provided, however, that ICANN will not be obligated to pay any such Shortfall Payment for a Year if the fees invoiced to ICANN for such Year, plus the aggregate amount of fees invoiced to ICANN for all previous Years equals or exceeds the sum of \$800,000 USD multiplied by the number of elapsed Years. For example, if IBM invoices ICANN for \$1,400,000 USD in the first Year and then \$400,000 USD in the second Year, IBM will have invoiced ICANN \$1,800,000 USD (against a two year Yearly Minimum of \$1,600,000 USD) and thus there would be no Shortfall Payment for the second Year. The total amount due by ICANN to IBM under this provision shall not exceed \$4,000,000 USD.
- (ii.) For purposes of determining “**Years**” for calculating the Yearly Minimum, (A) the first Year shall begin on the date of this Sunrise and Claims SOW and shall expire on the first anniversary of the date of execution of the first Registry agreement between a Registry and ICANN under the New gTLD Program (i.e. it will include any “early bird” period) (the “**First Year**”), and (B) each successive Year thereafter (including the second Year) shall begin on the date of expiration of the preceding Year and expire on the first anniversary thereof.
- (iii.) ICANN’s obligations under this Section 13(a) shall expire on the date that is the fourth anniversary of the expiration date of the First Year. This Section 13(a) will survive the termination of the Agreement, unless such termination is pursuant to Section 7.1(A)(1) of the Agreement, in which case, ICANN will have no further obligation to make any Shortfall Payments.

(b) Baseline

Following the completion of fifty (50) Qualified Sunrise Periods by Registries pursuant to the New gTLD Program, ICANN may select third parties to provide the Sunrise and Claims Services in addition to IBM’s providing of these services. “**Qualified Sunrise Period**” means a “Sunrise Period” (as such term is used in the gTLD Applicant Guidebook) offered by a non-IDN Registry pursuant to the New gTLD Program that results in the registration of at least ten thousand (10,000) domain names in such Registry related to such Sunrise Period.



IN WITNESS whereof the parties have caused this Agreement to be signed by their authorized representatives on this March 26, 2013.

Agreed to:

Agreed to:

**Internet Corporation for Assigned Names
and Numbers**

IBM Belgium BVBA

By:

By:

Authorized Signature

Authorized Signature

Name and Title (Type or Print)

Name and Title (Type or Print)

Bourgetlaan 42
B- 1130 Brussel

Attachment 1 – Requirements

TBA



Attachment 2 – Fee Specification

IBM shall be permitted to charge ICANN the following fees (the “**Fees**”):

- (a) Following IBM's receipt from ICANN of a Registry Agreement Notification (as defined above), IBM may charge ICANN a one-time setup fee of \$5,000 USD per TLD (regardless of whether or not the Registry has already entered into a registry agreement for a different TLD).
- (b) IBM may charge ICANN a fee of \$400,000 USD per Year (as defined in Section 13(a)) for providing access to an unlimited number of ICANN Accredited Registrars to the Sunrise and Claims Services.
- (c) IBM may charge ICANN a fee of \$0.30 USD per successful registration of a domain name related to a Trademark Record entered into the TMCH Database Platform, during any of the Sunrise Periods (i.e. registrations in which an SMD File was used by a registrant) or Claims Periods (i.e. registrations in which a Claims Notice was presented to a registrant) during the duration of this SOW. For invoicing purposes, the successful registration will be as of the date IBM receives a Registry Sunrise LORDN File or Registry Claims LORDN File, as applicable, for such registration.

IBM shall invoice ICANN quarterly for the Fees. All Fees are exclusive of applicable taxes (as discussed below). Payment of the applicable Fees and Taxes (as applicable) related thereto will be due from ICANN upon receipt of the invoice from IBM in USD by wire transfer of immediately available funds or other electronic means acceptable to IBM, in each case, to an account specified by IBM, within thirty (30) days of the date of such invoice (the “**Payable Date**”). ICANN will be liable for the following tax obligations arising from the payment of the Fees (the “**Taxes**”), if applicable: any VAT, sales tax, consumption tax or any other similar tax.

If any payments or portions thereof are not received by IBM within seven (7) calendar days after the Payable Date, ICANN will pay IBM a late fee (the “**Late Fee**”) for each day between and including the seventh day after the Payable Date and the date IBM receives such late payment in full. The amount of the Late Fee will be invoiced to ICANN and payable in accordance with the provisions of this Attachment 2. The Late Fee will be based on a rate equal to the lesser of (x) one percent (1%) of the amount of such payment that is late per thirty days or portion thereof, or (y) the maximum amount permissible by applicable law.

ICANN may conduct, or engage a third party agreed upon by IBM (such agreement not to be unreasonably withheld) to conduct, audits to assess the information set forth any invoice (including all supplemental information provided in connection therewith), subject to any applicable legal or professional ethics restrictions. The persons performing the audit will be held by a strict confidentiality obligation concerning the information obtained during the audit and will enter into a reasonable and mutually acceptable confidentiality agreement in this respect before starting the audit. ICANN shall use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of IBM and its assignees and subcontractors. As part of such audit and upon request by ICANN,

IBM shall timely provide all responsive documents, data and any other information necessary to enable ICANN or such third party to conduct a thorough audit of any invoice. In no event will the audit take place at IBM's premises. Any audit conducted pursuant to the foregoing provision will be at ICANN's expense, unless ICANN reasonable determines, following any such audit, that there is a material inaccuracy in any invoice, in which case IBM shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit.

If ICANN requests any material changes to the Requirements or if a policy adopted by the ICANN Board of Directors, which has the effect of no longer requiring Registries to utilize the Sunrise and Claims Services, after the date hereof in a way that has a material impact on the Fees to be received by IBM hereunder, ICANN and IBM agree to discuss in good faith an appropriate adjustment to these Fees to compensate for the impact of any such changes.

ICANN's obligations under this Attachment 2 shall expire on the date that is the fourth anniversary of the expiration date of the First Year. For the avoidance of doubt, this Attachment 2 will not survive the termination of the Agreement.

If the Agreement is extended beyond its Initial Term, IBM and ICANN agree to discuss the scope of this Sunrise and Claims SOW and the Fees in good faith.

Attachment 3 – Form of Client Status Report

Using this template

The text in blue italics is for guidance in completing the report and should be deleted on completion of the report.

Project schedules

The following project schedules (levels 1 and 2) are attached or are forwarded with this report.

Project or work description	File name

Significant changes to the schedules since the last report are:

- Briefly list any changes to level 1 or 2 scheduled or expected dates since the last report, and the reasons for the changes*

Project status

This section is used to summarize the status of the project. This may contain a single paragraph that provides a snap-shot of the project's status and performance over the reporting period. The content should reflect the requirements of the recipient.

Other suggested topics may include:

- Progress since last report: include tasks completed, tasks in progress, tasks finishing late and tasks starting late. You may wish to use a table that includes the following fields: Schedule, Task Name, Status, Comments and Impact*
- Critical path construction tasks: include tasks, baseline date, outlook date last week, outlook date this week, ahead, on or behind target, functional team.*
- Project assumptions: include user requirements specifications, project implementation pilot commencement dates, requirements analysis, design, build and test activities, and so on*
- Metric information: include status of service request, deployment or any other result indicators*

The following subsections may also be included:

Milestones and deliverables achieved or missed

- Briefly describe project schedule progress. For example, upcoming deliverables and milestones achieved or missed for the reporting time period*

Highlights

- Briefly describe significant achievements or other events that have occurred since the last report on this project, but do not repeat what has already been stated (about five dot points)*

Project Change Requests

- Number:** *Enter the number of change requests that have been received, and subsequently accepted, rejected, or deferred, or are still in the process of being assessed.*



- **Effort Impact:** Enter the estimated effort in hours required to implement the change to acceptance. Required for time & materials projects or internal projects only.
- **Price Impact:** Enter the quoted price for implementing a change on a fixed price project. In the case of an accepted change, the agreed price.

Status	Number	Effort Impact (est. hours, for T&M or internal projects)	Price Impact (fixed price project)
Total Received To Date			
Accepted			
Rejected			
Deferred			
Still In Process			

Issues

Copy significant information that your client should know about from issue log.

Issue Number	Date Raised	Description Of The Issue	Priority (H/M/L)	Assigned Action Manager	Date Next Re-view	Date Re-solved	Comments

Risks

Copy significant information that your client should know about from risk log.

Risk No.	Date Raised	Risk Name/Description	Risk Rating	Date Reported To Business Program Manager (if applicable)	Action Manager	Current Status	Date Re-solved

Dependencies

This section describes and monitors the dependencies of this project on activities outside its direct control.

Dependency Number	Dependency Milestone	Action	Requestor	Owner	Need Date	Commit Date	Status & Comments

Action items

This section records and monitors actions required to be carried out on the project other than what is shown on the schedule. Generally these actions result from earlier reviews. Copy significant information from issue and risk logs.

Item No.	Cross Ref.	Description	Requestor	Owner	Need Date	Commit Date	Status & Comments

Entry and exit criteria

This section acts as a checklist for completion of level 1 and 2 milestones:

- **Milestone:** Name of the milestone to which the entry and exit criteria are related. Each level 1 or 2 milestone for the project should appear in this table.
- **Entry Criteria Description:** Describe actions or deliverables that must be complete before the work associated with the milestone can commence.
- **Exit Criteria Description:** Describe actions or deliverables that must be complete before the milestone is achieved. For example, 'Test results signed off by client' and 'Test environment decommissioned'.

Planned activities for next reporting period

This section may be used to highlight planned activities for the coming reporting period, including:

- Major deliverables planned or due for next reporting period
- Milestones or tasks forecast
- General ideas, comments, outlook for the project
- Miscellaneous information

Attachments

This section may be used to attach relevant documents that may be required by ICANN.

Typical attachments may include:

- Project Management Plan
- Financial Reports
- Detailed work schedules
- Minutes of significant meetings held in the past month
- Copies of significant correspondence