

AMENDMENT TO AGREEMENT

AMENDMENT (“Amendment”), effective on the latter of the parties’ signatures below, to an agreement (“Agreement”) between the City of New York (“City”), a municipal corporation acting by and through its Department of Information Technology and Telecommunications (“DoITT”) having its principal office at 255 Greenwich Street, 9th Floor, New York, New York 10007, and Neustar, Inc. (“Neustar”), a Delaware corporation having its principal office at 21575 Ridgetop Circle, Sterling, Virginia 20166.

In consideration of the mutual promises set forth herein, the parties agree to amend the Agreement as follows:

1. Subparagraph 5(a)(iv)(B) is hereby deleted in its entirety and replaced by Clauses 5(a)(iv)(B)(1) and 5(a)(iv)(B)(2), as follows:

“(1) Subject to Subparagraph 5(a)(iv)(A) above, the minimum wholesale pricing to be charged to Registrars concerning second-level domains within the .NYC gTLD (“SLDs”) is as follows:

“(a) City government Registrants:	\$20.00
“(b) One-Time Sunrise Application Fee:	\$15.00
“(c) Annual Registration Fee for Sunrise SLDs: (in addition to the one-time Sunrise application fee)	\$20.00
“(d) One-Time Landrush Application Fee:	\$15.00
“(e) Annual Registration Fee for Sunrise SLDs: (in addition to the one-time Landrush application fee)	\$20.00
“(f) Annual Registration Fee for General Availability:	\$20.00

“(2) Neustar shall consult with the City prior to any change in pricing in Clause 5(a)(iv)(B)(1) above and/or for any changes that do not result in a lower wholesale price because they are made in connection with refunds, rebates, discounts, product tying, marketing or other programs that are of a limited duration or offer discounted pricing.”

2. A new Subparagraph 5(a)(iv)(C) is added to the Agreement as follows:

“(C) The agreed upon pricing described above is in addition to (i) any fees paid by the winning bidders pursuant to an Auction or any other method of

sale conducted by Neustar for the right to register certain .NYC domains pursuant to Section 4(h) of Appendix C hereof, or (ii) any fees paid by buyers of Premium Names pursuant to Section 4(i) of Appendix C hereof. For the avoidance of doubt the fees received under this Subparagraph 5(a)(iv)(C) shall be included in the definition of Gross Revenue as set forth in Section 10(i) of the Agreement.”

3. New Paragraphs 5(c)(iii), 5(c)(iv) and 5(c)(v) are hereby added to the main body of the Agreement to read as follows:

“(iii) the .NYC Nexus Dispute Resolution Policy, which is annexed hereto as Appendix K and hereby made a part of this Agreement;

“(iv) Rules for Nexus Dispute Policy, which is annexed hereto as Appendix L and hereby made a part to this Agreement; and

“(v) the .NYC Proxy Registration Policy, which is annexed hereto as Appendix M and hereby made a part of this Agreement.”

4. Exact copies of the .NYC Nexus Dispute Resolution Policy, the Rules for Nexus Dispute Policy and the .NYC Proxy Registration Policy referenced above are annexed to this Amendment as Exhibits 1, 2 and 3, respectively, and hereby made a part of this Amendment.

5. Subsection 6 of the main body of the Agreement in its entirety is hereby replaced with the following language:

(a) “The City of New York desires to have only those individuals or entities having a substantive and lawful connection to the City be permitted to register for .NYC domain names (“Nexus Policy”).

(b) Registrants in .NYC must be either:

“(i) a natural person whose primary place of domicile is a valid physical address in the City of New York (“Nexus Category 1”); or

“(ii) an entity or organization that has a physical street address in the City of New York (“Nexus Category 2”). ”

(c) The existence of a P.O. Box address in the City of New York shall not qualify for purposes of meeting the Nexus Policy.

(d) Registrants must agree in their Agreement with their Registrar and/or Reseller, whichever applicable, that they are in compliance with all relevant Federal, New York State and New York City

laws, including the tax requirements for conducting business via the Internet. Registrants may find more information about compliance with the City tax laws at the City of New York Department of Finance's website (currently at www.nyc.gov/finance).

- (e) Registrants will be able to register for .NYC domain names during one or more (if applicable) Phases (as described in Section 4(h) of the SOW).
- (d) Registrants must remain in compliance with the applicable Nexus Category for the entire period of such domain name's registration by the registrant.
- (e) Neustar shall require Registrars in the RRA to have registrants provide the registration information required by ICANN for the WHOIS standard for .NYC.
- (f) To the extent permitted by ICANN, Neustar will require that Registrars certify that they enforce the Nexus Policy upon their registrants, and that Registrars require registrants to certify that they satisfy the Nexus Policy.
- (g) Registrants may not license, sub-delegate or otherwise transfer .NYC domain names to third parties that otherwise fail to meet the requirements of this Nexus Policy.
- (h) Neustar will establish contacts by which it will (i) accept complaints from the City and (ii) accept complaints from third parties, claiming the owner of a .NYC domain name does not satisfy the applicable Nexus Category.
- (i) Neustar's obligations under this Section 6 regarding third-party complaints are set forth in further detail in the .NYC Nexus Enforcement Rules, which is annexed hereto as Appendix N and hereby made a part of this Agreement. Any inconsistency between this Section and Appendix N shall be read in favor of Appendix N."

6. A new subsection 8(c) is added to Appendix C as follows:

- "(c) Neustar shall use commercially reasonable efforts to enforce the .NYC Proxy Registration Policy, which is annexed hereto as Appendix M and hereby made a part of this Appendix C. "

7. Section 14 of Appendix C, entitled “Minimizing Abusive Registrations and Related Activities” shall be deleted in its entirety and replaced with the following:

“14. Minimizing Abusive Registrations and Related Activities. Neustar shall establish an Acceptable Use Policy for .NYC which shall be mutually agreed by the Parties. The initial Acceptable Use Policy is set forth at Appendix O. In addition, Neustar shall take the following actions:

- (a) Neustar shall maintain an internal Information Security group that, on its own initiative, seeks out abusive practices in .NYC.
- (b) At no cost to the City, Neustar shall maintain an active membership in DNS abuse and security organizations, which may include the Anti-Phishing Working Group, Castle Cops, NSP-SEC, or other groups of comparable utility.
- (c) Neustar shall utilize its internal processes (either “lightweight” or “full” process (whichever is appropriate) as described in its RFP Response) to enable it to remove a domain from the zone when its presence in the zone poses a threat to the security and stability of the infrastructure of the Internet or .NYC. Neustar’s internal processes may be amended by Neustar from time to time; provided, that the amended approach will be of at least the same level of effectiveness as the previous version.”

8. Exact copies of the .NYC Nexus Enforcement Rules and the Acceptable Use Policy referenced above are annexed to this Amendment as Exhibits 4 and 5, and hereby made a part of this Amendment.

9. Section 4(h) of Appendix C is hereby deleted in its entirety and replaced with the following:

- (i) “Phase 1

- (A) Neustar shall commence Phase 1 within sixty (60) days after delegation of the .NYC domain by IANA to Neustar as described in Section 4(d) above.

- (B) In terms of eligible registrants purchasing second-level .NYC domain names, Phase 1 shall last forty-five (45) days.

(C) The only categories of prospective registrants that shall be eligible to register second-level .NYC domain names during Phase 1 are businesses, organizations or legal entities collectively (“Phase 1 Entities”) that have a physical address in the City.

(D) Neustar shall rely on self-certifications of eligibility and enforcement through the Nexus Policy described in Section 6 of the Agreement.

(E) Phase 1 shall consist of a sunrise period for Phase 1 Entities that hold a trademark registered in the Trademark Clearinghouse in accordance with the final ICANN Applicant Guidebook (“Sunrise Period”).

(1) The Sunrise Period shall last a minimum of thirty (30) days.

(2) The Sunrise Period shall be limited to second-level .NYC domain names that are the same as the applicable trademark registration.

(3) In the event that there are multiple applicants for the same domain name during the Sunrise Period, Neustar may conduct directly, or through a third party, an auction to determine the registrant of such domain name. Such auction(s) will be at no cost to the City and Neustar will not be permitted to set off any auction costs against monies owed the City. For the avoidance of doubt proceeds from any auctions received by Neustar under this Subparagraph 5(a)(iv)(C) shall be included in the definition of Gross Revenue as set forth in Section 10(i) of the Agreement.

(ii) Phase 2.

(A) Neustar shall commence Phase 2 within six (6) months after delegation of the .NYC domain by IANA to Neustar as described in Section 4(d) above.

(B) During the period of time set forth in Section 4(h)(ii)(A) above, City Government affiliated entities shall be eligible to register second-level .NYC domain names. These include City, State and Federal offices providing services in the City as set forth by the Parties in the reserved names list to be mutually agreed by the Parties

(C) All registrations during Phase 2 shall be conducted on a first-come-first-served basis.

(D) The City shall be responsible for the authentication of each registrant in each of the categories set forth in Section 4(h)(ii)(B) above as well as the validation of the domain names selected by such registrants.

(E) Only after the registrant is authenticated by the City and the associated domain name is validated, shall Neustar complete the registration process for such registrant.

(F) Phase 2 domain names shall be active upon registration in accordance with industry standards.

(iii)Phase 3

(A) Following Phase 2, Neustar shall accept domain name registrations from any NYC-Based Business, Organization, Legal Entity or resident through a "Landrush Process."

(1) During the Landrush Process, Neustar may charge higher wholesale fees to Registrars than it will during Phase 4 (as described in Section 4(h)(iii) below).

(2) Domain names shall be active upon registration during the Landrush Process.

(3) Neustar shall promote the Landrush Process in a manner that creates awareness and encourages participation among the .NYC internet community. Promotional activities will include creating and distributing marketing materials for sales channels including Registrars and through marketing and promotional activities.

(4) It is currently anticipated that Neustar shall administer the Landrush Process in the manner set forth below; provided that such process may be amended from time to time with the written consent of the City, such consent to not be unreasonably withheld or delayed and at no cost to the City:

(a) Applications for domain names will be received from Registrars and channels.

- (b) If only one application is received for a specific domain name, at the conclusion of the Landrush Process, such name shall be allocated to the associated registrant through their designated Registrar.
- (c) If more than one application is received for a specific domain name, an auction shall be conducted, and the highest qualified bidder shall be allocated the domain name upon payment of the applicable fees to the auction provider. Such names shall be allocated to the associated registrant through their designated Registrar. Such auction shall be at no cost to the City and Neustar will not be permitted to set off any auction costs against monies owed the City. For the avoidance of doubt proceeds from any auctions received by Neustar under this Subparagraph 5(a)(iv)(C) shall be included in the definition of Gross Revenue as set forth in Section 10(i) of the Agreement.
- (d) Neustar shall provide reporting of all Landrush Process activities, as specified in Section 22 herein.

(iv)Phase 4

- (A)Phase 4 (to be referred to as “General Registration”) will be the final launch phase that commences normal first-come, first-serve operations for all prospective registrants who fulfill the applicable Nexus Policy.
- (B) All ICANN-required core functionality of .NYC must be in place when general registration begins, including WHOIS, DNS Resolution, standard business rules and billing, and any other core Registry Service.
- (C) Neustar shall commence Phase 4 within one (1) year after delegation of the .NYC domain by IANA to Neustar as described in Section 4(d) above.
- (D) Domain names shall be active upon registration during General Registration in accordance with industry standards.
- (E) General Registration shall run through the remainder of the Term and through any renewals of the Term.
- (F) All registrations during Phase 4 shall be conducted on a first-come-first-served basis.”

10. New Paragraphs 4(d) and 4(e) are hereby added to the main body of the Agreement to read as follows:

- d. The parties acknowledge that the allocation procedures with respect to “neighborhood names” set forth in the lists of names for Appendices F and G have not been finalized and that such procedures shall be mutually agreed upon by the parties.
 - e. Neustar shall conduct a “founders program” designed to help qualified “first movers” to proactively register and develop domain names within the .nyc TLD prior to the launch of phase 4 as set forth in Appendix C. The parties shall mutually agree on the timing and procedures to be used in such a founders program.
11. The first Annual Marketing Plan (as defined and described in Section 21 of Appendix C) is annexed to this Amendment as Exhibit 6 and hereby made a part of this Amendment.
12. All references in the Agreement to DoITT’s address being “75 Park Place, 9th Floor, New York, NY 10007” are hereby replaced with “255 Greenwich Street, 9th Floor, New York, NY 10007”.

[THIS SPACE INTENTIONALLY LEFT BLANK]

13. All other terms and conditions as contained in the Agreement remain in force and are binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate (each of which shall constitute an original) on the dates appearing below their respective signatures.

THE CITY OF NEW YORK

NEUSTAR, INC.

SIGNATURE: 

SIGNATURE: 

NAME: Annette Heintz

NAME: Bradley D. Smith

TITLE: Deputy Commissioner

TITLE: Controller

DATE: 12/23/13

DATE: 12.17.13

Approved as to Form

~~Approved~~ as to Legal Authority
Certified 

Acting Corporation Counsel

Date: 12/18/13

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF NEW YORK)

CC

COUNTY OF NEW YORK)

On the _____ day of _____, in the year 2013, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public _____



Commonwealth

~~STATE OF VIRGINIA)~~



CC

COUNTY OF LOUDON)

On the 17th day of December, in the year 2013, before me, the undersigned, personally appeared Bradley D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[EXHIBIT 1 FOLLOWS ON NEXT PAGE]

EXHIBIT 1

APPENDIX K

**.NYC Nexus Dispute Resolution Policy
[SEE ATTACHED]**

.nyc Nexus Dispute Resolution Policy

1.Purpose—This Nexus Dispute Policy (the “Policy”) has been adopted by the .nyc Registry , and approved by the City of New York (“City”). It is incorporated by reference into the .nycTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the .nycTLD (as the “Registry”) over the registration and use of an Internet domain name registered by you in violation of the Nexus Requirements set forth at [INSERT LINK] Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the nycTLD Nexus Dispute Resolution Policy (the “Rules”).

2.Your Representations—By applying to register a domain name, registering a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that: (a) the statements that you made in your nycTLD Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration is in compliance with the nycTLD Registration Agreement.

3.Mandatory Administrative Proceeding—You are required to submit to a mandatory administrative proceeding in the event that a third party (a “Complainant”) asserts to the dispute provider (“Provider”), in compliance with the Rules, that your domain name has been registered or is being used in violation of the Nexus Requirements.

a. Evidence of Noncompliance with .nyc Nexus—For the purposes of Paragraph 3, the following circumstances, in particular but without limitation, if found by the Provider to be present, shall be evidence of noncompliance with the Nexus Requirements:

You are neither (i) a natural person whose primary place of domicile is a valid physical address in the City of New York; nor (ii) an entity or organization that has physical street address in the City of New York.

b. Initiation of Proceeding and Process and Appointment of Panelist—The Rules state the process for initiating and conducting a proceeding and for appointing the dispute provider panelist that will decide the dispute (“Panelist”).

c. Fees— All fees charged by Provider in connection with any dispute before a Panelist pursuant to this Policy shall be paid by the Complainant.

d. Our Involvement in Administrative Proceedings—We do not, and will not, participate in the administrative proceedings or conduct of any proceeding before a Panelist. In addition, we will not be liable as a result of any decisions rendered by the Panelist.

e. Remedies—The remedies available to a Complainant pursuant to any proceeding before a Panelist shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the Complainant (the latter provided that the Complainant can demonstrate that it is otherwise eligible to register the .nyc domain name).

f. Notification and Publication—The Provider shall notify us of any decision made by a Panelist with respect to a domain name you have registered with us.

g. **Availability of Court Proceedings**—The mandatory administrative proceeding requirements set forth in Paragraph 3 shall not prevent either you or the Complainant against the Registrant from submitting the dispute to a court of competent jurisdiction located in the City of New York in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panelist ultimately decides that your domain name registration should be canceled, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by Provider of the Panelist's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3 of the Rules. If we receive such documentation within the ten (10) business day period, we will not implement the Panelist's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

4. All Other Disputes and Litigation—All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

5. Our Involvement in Disputes—We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

6. Maintaining the Status Quo—We will not cancel, activate, deactivate, or otherwise change the status of any domain name registration pursuant to an action brought under this Policy except as provided in Paragraph 3 above.

7. Transfers During a Dispute

a. **Transfers of a Domain Name to a New Holder**—You may not transfer your domain name registration to another holder: (i) during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. **Changing Registrars**—You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the

domain name dispute policy of the registrar from which the domain name registration was transferred and to this Policy.

8. Policy Modifications—We reserve the right to modify this Policy at any time, subject to City of New York approval. We will post our revised Policy at www.neustar.nyc at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to the Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

EXHIBIT 2

APPENDIX L
Rules for Nexus Dispute Policy
[SEE ATTACHED]

Rules for Nexus Dispute Policy (The "Rules")

Administrative proceedings for the resolution of disputes under the Nexus Dispute Resolution Policy adopted by the .nyc Registry shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site. To the extent that the Supplemental Rules of any Provider conflict with these Rules, these Rules supercede.

1. Definitions

In these Rules:

"Complainant" means the person or entity initiating a complaint concerning a domain name registration.

"City" refers to the City of New York.

"Mutual Jurisdiction" means a court jurisdiction in the United States at the location of either: (a) the principal office of the Registrar of the domain name in question; or (b) the domain name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time a complaint is submitted to a Provider. If neither address in (a) or (b) of this definition are located within the United States, then Mutual Jurisdiction shall lie in solely in the State of New York.

"Nexus Requirements" means those requirements set forth in the Nexus Policy and related documents at www.neustar.nyc.

"Panel" means an administrative panel appointed by a Provider to decide a complaint concerning a domain name registration.

"Panelist" means an individual appointed by a Provider to be a member of a Panel.

"Party" means a Complainant or a Respondent.

"Policy" means the Nexus Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement. The Policy can be found at [INSERT URL WHEN AVAILABLE].

"Provider" means a dispute-resolution service provider performing services under agreement with Neustar, as approved by City of New York. A list of such Providers appears at [http://www.neustar.nyc/policies/dispute_providers.html].

"Registrar" means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

"Registration Agreement" means the agreement between a Registrar and a domain name holder.

"Respondent" means the holder of a domain name registration against which a complaint is initiated.

"Supplemental Rules" means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, file size and format modalities, the means for communicating with the Provider and the Panel, and the form of cover sheets.

"Written Notice" means hard copy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the Respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted or provided the complaint including any annexes to the Respondent by the means specified herein. Written notice is not satisfied by merely sending a hardcopy of the complaint itself or of any annexes to the Respondent.

2. Communications

(a) When forwarding a complaint electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

(ii) sending the complaint, including any annexes, in electronic form by e-mail to:

(A) the e-mail addresses for those technical, administrative, and billing contacts;

(B) postmaster@<the contested domain name>; and

(C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and

(iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant under Paragraph 3(b)(v).

(b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).

Faxed or mailed copies of communications may be made available by the Provider upon request, but in no event shall such provision alter a deadline specified under the Policy or Rules.

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.

d. All communications shall be made in English.

e. Either Party may update its contact details by notifying the other Party, the Provider, and the Registrar.

f. Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

(i) If via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable

(ii) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:

(iii) if by postal or courier service, on the date marked on the receipt.

g. Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

h. Any communication by:

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and

(iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

i. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Written Notice to the Respondent by post and/or facsimile under paragraph 2(a)(i).

j. In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or, if no Panel is yet appointed, the Provider).

3. The Complaint

a. Any person or entity may initiate a nexus dispute by submitting a complaint in accordance with the Policy and these Rules to any Provider.

b. The complaint including any annexes shall be submitted in electronic form in the manner designated by the Provider's Supplemental Rules and shall:

(i) request that the complaint be submitted for decision in accordance with the Policy and these Rules and describe why the domain name registration should be considered subject to the Policy;

(ii) provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

(iii) specify a preferred method for communications directed to the Complainant in the administrative proceeding (including the person to be contacted, medium, and address information) for each of: (A) electronic-only material; and (B) material including hard copy (where applicable);

(iv) designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (which candidates may be drawn from any .nyc Registry-approved Provider's list of panelists);

(v) provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as required by Paragraph 2(a);

(vi) specify the domain name(s) that is/are the subject of the complaint;

(vii) identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;

(viii) describe, in accordance with the Policy, the grounds on which the complaint is made including, the extent to which the domain name(s) is/are being used in violation of the Policy. The description shall comply with any word or page limitations set forth in the Provider's Supplemental Rules.

(ix) identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(x) state that the Complainant will comply with any challenges to a decision in the administrative proceeding to delete the domain name;

(xi) conclude with the following statement followed by the signature (in any electronic format) of the Complainant or its authorized representative:

“Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute’s resolution shall be solely against the domain name holder and waives all such claims and remedies against: (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing; (b) the registrar; (c) the registry administrator (Neustar); (d) the Internet Corporation for Names and Numbers ; and (e) the City of New York, as well as their directors, officers, employees, and agents.”

“Complainant certifies that the information contained in this Complaint is to the best of Complainant’s knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and

(xiii) annex any documentary or other evidence and, if the Complainant seeks a transfer of the domain name, any documentation demonstrating that the Complainant in fact would meet the Nexus Requirements if the domain name is transferred, together with a schedule indexing such evidence.

c. The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.

4. Notification of Complaint

a. The Provider shall immediately notify the Registry of the pending dispute. Upon notification by the Provider of the pending dispute, the domain name shall be “locked” by the Registry until the matter is resolved. While in a “locked” position, Registrant may not (i) change any of the contact information for that particular domain name, or (ii) transfer the domain name to any third party.

b. The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint, electronically to the Respondent and shall send Written Notice of the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

c. If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

d. The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with sending the complaint to the Registrant.

e. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and the .nyc Registry of the date of commencement of the administrative proceeding.

5. Appointment of the Panel or Panelist and Timing of Decision.

a. Each Provider shall maintain and publish a publicly available list of Panelists and their qualifications.

b. If the Complainant has not elected a three-member Panel (Paragraph 3(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider (per Paragraph 8), or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

c. If the Complainant elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 5(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant.

d. Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from this list of Panelists.

e. In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of Panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

f. Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

6. Impartiality and Independence—An appointed Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

7. Initial Provider Decisions

a. The Provider shall make an initial evaluation of the complaint on the basis of the statements and documents submitted by the Complainant in accordance with the Policy, these Rules, the Supplemental Rules and any other rules and principles of law that it deems applicable.

b. In the event that the Provider finds that the Complainant has not established a prima facie case that Respondent has not met any of the Nexus Requirements, the Provider shall issue a letter to the Complainant denying its challenge. In addition, the Provider shall communicate the full text of the decision to each Party, and the concerned Registrar(s).

c. In the event that the Provider finds that the Complainant has established a prima facie case that Respondent has not met any of the Nexus Requirements, the Provider shall electronically issue a letter to Respondent to submit evidence of compliance with the Nexus Requirements ("Letter").

8. Registrant Response to Letter. If the Provider issues a Letter, Respondent shall have a period of thirty (30) calendar days (the "Response Period") from the date of the Letter to submit evidence of compliance with the Nexus Requirements. The response shall be submitted electronically in the manner designated by the Provider's Supplemental Rules:

(i) specifically respond to the statements contained in the Letter and include any and all bases for the Respondent to retain registration and use of the disputed domain name on the basis of being in compliance with the Nexus Requirements;

(ii) provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;

(iii) identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint or, if applicable that no other such legal proceedings that have been commenced or terminated;

(iv) state that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(a);

(v) conclude with the following statements followed by the signature of the Respondent or its authorized representative:

“Respondent certifies that the information contained in this Response is to the best of Respondent’s knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.”;

“Respondent waives all such claims and remedies against: (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing; (b) the registrar; (c) the registry administrator (Neustar); (d) the Internet Corporation for Names and Numbers ; and (e) the City of New York, as well as their directors, officers, employees, and agents.”

and

(vi) annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

9. Panelist Evaluation of Response / Period to Cure

a. If, within the Response Period, Respondent submits evidence establishing any of the Nexus Requirements, the Panelist shall issue, within fifteen (15) business days from the end of the Response Period, a written finding directing that Respondent be permitted to keep the domain name. In addition, the Provider shall communicate the full text of the Panelist decision to each Party and the concerned Registrar(s).

b. If the Panel determines that the evidence submitted fails to demonstrate that the Respondent met any of the Nexus Requirements prior to the date the Policy was invoked, the Panel shall issue, within fifteen (15) business days from the end of the Response Period, a finding that Respondent has failed to meet the Nexus Requirements (“Nexus Failure Finding”) and shall communicate such Nexus Failure Finding to each Party.

c. If the Respondent does not respond within the Response Period, the Provider shall issue a Nexus Failure Finding.

d. In the event that a Nexus Failure Finding is made, the Provider shall communicate such finding to each Party. Respondent shall be given a total of thirty (30) days (the "Cure Period") to submit documentation demonstrating that it has cured the Nexus Requirement deficiency.

1. The response to a Nexus Failure Finding shall be submitted electronically in a manner designated by the Provider's Supplemental Rules and shall:

(i) specifically respond to the statements contained in the Nexus Failure Finding and include any and all bases and associated documentation demonstrating that failure to comply with the Nexus Requirements have been cured; and

(ii) annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

2. If Respondent is able to demonstrate to the Panelist within the Cure Period that it has cured the Nexus Failure, the Panelist shall issue, within fifteen (15) business days from the end of the Cure Period, a written finding directing that Respondent be permitted to keep the domain name.

3. If the Panelist determines that the evidence submitted fails to demonstrate that the Respondent has cured the Nexus Failure, the Panelist shall issue, within fifteen (15) business days from the end of the Cure Period, a written finding directing that: (a) the domain name be deleted from the Registry database and placed into the list of available domain names; or (b) be transferred to the Complainant. The domain name may only be transferred to the complainant upon Complainant's demonstration to the Panel that the Complainant meets the Nexus requirements.

4. If the Respondent does not respond within the Cure Period, the Provider shall issue a written finding directing that the domain name either: (a) be deleted from the Registry database and placed into the list of available domain names; or (b) be transferred to the Complainant. The domain name may only be transferred to the Complainant upon a demonstration to the Panel that the Complainant meets the Nexus requirements.

5. The Provider shall communicate the full text of all decisions to each Party and the concerned Registrar(s). In addition, it shall publish all decisions and the date of their implementation on a publicly accessible web site.

10. Communication Between Parties and the Panel or Panelists. No Party or anyone acting on its behalf may have any unilateral communication with the Panel or Panelists. All communications between a Party and the Panel, Panelists or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Supplemental Rules.

11. General Powers of the Panel/Panelists

a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules and Supplemental Rules not inconsistent with these Rules.

b. In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

c. The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

d. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

e. The Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

12. Further Statements. In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings. There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Grounds for Termination. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection to such termination within a period of time to be determined by the Panelist.

15. Effect of Court Proceedings

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panelist (or Panel, if more than one Panelist) and Provider.

16. Fees

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.

b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee.

17. Exclusion of Liability. Except in the case of deliberate wrongdoing, neither the Provider nor a Panel or Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

18. Amendments. The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the approval of the City of New York.

EXHIBIT 3

APPENDIX M

.nyc Proxy Registration Policy
[SEE ATTACHED]

.nyc PROXY REGISTRATION POLICY

The .NYC TLD has compelling interest in ensuring that its top-level domain is administered in a secure manner and that the information contained within .NYC is reliable, accurate, and up-to date. One of the mechanisms to ensure the integrity of .NYC is the maintenance of a complete and accurate WHOIS database.

A complete and accurate WHOIS database promotes New York City's interest in preventing identity theft, fraud and other on-line crime, in promoting the public's ability to police its rights against unlawful copyright and trademark infringement, and avoiding technical mishaps. This includes ensuring a smooth transition of domain name holders in the event that registrar goes bankrupt or otherwise becomes incapable of performing its obligations under the .NYC Registry-Registrar Agreement.

Therefore, .NYC does not allow use of proxy, private or anonymous domain name registrations. The Registry Operator employs an algorithm to detect the inadvertent or intentional registration of proxy, anonymous and/or private domain name registrations, and enforces a Registrar's obligation to not offer such services to .NYC domain name registrants.

Language to be included in .NYC Registry-Registrar Agreement

Registrant as Licensor; No Proxy Domain Name Services

Any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name.

A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registrant reasonable evidence of actionable harm.

Notwithstanding Section the above, neither Registrar nor any of its resellers, affiliates, partners and/or contractors shall be permitted to offer anonymous or proxy domain name registration services which prevent the Registry from having and displaying the true and accurate Whois data elements for any Registered Name.

EXHIBIT 4

APPENDIX N

.nyc Nexus Enforcement Rules
[SEE ATTACHED]

.nyc Nexus Enforcement Rules

In the event a domain name is registered but does not meet the nexus requirement set forth at www.neustar.nyc ("Nexus Requirement") (i.e. the Nexus certification received from Registrar and Registrant was incorrect or fraudulent), Neustar, Inc. ("Neustar" or "Registry") will implement two enforcement processes that may be utilized:

- 1. Initial Registry Validation.** By no later than five (5) days following the registration of a .nyc domain name, Neustar shall verify that the contact information for each Registrant contains a valid New York City physical address as set forth in the .nyc Nexus Policy.
 - a. In the event that Neustar is able to implement a real-time validation program at the time of registration, the failure of the Registrant to provide a valid New York City physical address in compliance with the .nyc Nexus Policy, the registration for the applicable domain name shall be denied.
 - b. In the event that Neustar implements a post-registration validation program and Neustar is unable to verify that the registrant has met the Nexus Requirements, Neustar shall lock the domain (preventing the domain from being updated or transferred) and will issue a notice to the Registrant to submit evidence that it is in fact compliant with the Nexus Requirements. The Registrant is given thirty (30) calendar days to provide evidence of compliance with the Nexus policies. If within that 30-day period the Registrant is able to demonstrate its compliance, the complaint shall be dismissed. If, on the other hand it is unable to demonstrate compliance, then Neustar shall make an initial determination that the Registrant is in fact not in compliance with the Nexus Requirements and shall give the Registrant a period of thirty (30) calendar days to cure the deficiency ("Cure Period"). Failure to remedy the deficiency within the Cure Period shall result in the immediate deletion of the domain name.

2. Registry Spot Checks and Enforcement for Continuing Compliance with Nexus Requirements

In addition, Neustar will institute a Nexus spot check and enforcement process. More specifically, Neustar:

- (a) on a weekly basis will conduct random spot-checks of at least fifty (50) .NYC domain names to determine whether their owners satisfy the Nexus Requirements. , and
- (b) investigates specific Nexus check requests from interested third parties.

In the event that Neustar determines that a prima facie case has been made that the registrant has not met the Nexus Requirements, Neustar shall lock the domain (preventing the domain name from being updated or transferred) and will issue a letter to the Registrant to submit evidence that it is in fact compliant with the Nexus Requirements.

- a) If the determination was made by Neustar as a result of a random spot check, the Registrant is given thirty (30) calendar days to provide evidence of compliance with the Nexus policies. If within that 30-day period the Registrant is able to demonstrate its compliance, the complaint shall be dismissed. If, on the other hand it is unable to demonstrate compliance, then Neustar shall make an initial determination that the Registrant is in fact not in compliance with the Nexus Requirements and shall give the Registrant a period of thirty (30)

calendar days to cure the deficiency (“Cure Period”). Failure to remedy the deficiency within the Cure Period shall result in the immediate deletion of the domain name.

- b) If the determination was made by Neustar as a result of a third party complaint, the Registrant is given ten (10) calendar days to provide evidence of compliance with the Nexus policies. If within that 10-day period the Registrant is able to demonstrate its compliance, the complaint shall be dismissed. If, on the other hand, the Registrant is unable to demonstrate its compliance, then Neustar shall make an initial determination that the Registrant is in fact not in compliance with the Nexus Requirements and shall give the Registrant a period of ten (10) calendar days to cure the deficiency (“Cure Period”). Failure to remedy the deficiency within the Cure Period shall result in the immediate deletion of the domain name.

Under this process, the only remedy available is the deletion of the domain name. Domain names will not be transferred to any third-party complainant that avails itself of this process.

3. Third-Party Independent-Dispute Process

In addition to the Registry spot checks and enforcement actions in response to third-party complaints, a third party may challenge a Registrant’s compliance with .nyc nexus policy by utilizing the third-party challenge mechanism called the .nyc Nexus Dispute Resolution Policy that provides a legal and policy framework for resolution of any such dispute. A complainant may choose to do this for a variety of reasons, including, but not limited to:

(i) disagreement with a determination by Neustar that the registrant meets Nexus policies, (ii) a desire to have the name transferred to it if in fact:

(a) the Registrant does not meet Nexus policies, and

(b) the complainant is able to demonstrate compliance with Nexus policies. The .nyc Nexus Dispute Resolution Policy can be found at [INSERT URL WHEN AVAILABLE].

If a Nexus dispute is initiated pursuant to the .nyc Nexus Dispute Resolution Policy, it may be submitted to an approved Nexus Dispute Resolution Service Provider. The approved Nexus Dispute Resolution Service Provider must follow the .nyc Nexus Dispute Resolution Policy and the document, Rules for Nexus Dispute Policy (collectively referred to as the “NDRP”), but may also add its own supplemental rules so long as such rules do not conflict with the NDRP. The Rules for Nexus Dispute Policy are located at [INSERT URL WHEN AVAILABLE].

EXHIBIT 5

APPENDIX O

.nyc Acceptable Use Policy
[SEE ATTACHED]

.nyc Acceptable Use Policy

1. By registering a name in the .nyc top-level domain (.NYC), you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:
 - a. Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
 - b. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
 - c. Sell or distribute pharmaceuticals;
 - d. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
 - e. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
 - f. Violate the privacy or publicity rights of any other person or entity;
 - g. Promote or engage in any spam or other unsolicited bulk email;
 - h. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
 - i. Interfere with the operation of .NYC or services offered by the .NYC Registry Operator; or
 - j. Otherwise engage in activity that is contrary to applicable U.S., State or local law or .nyc Policies.

2. By registering a name in .NYC:
 - a. You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the .NYC Registry Operator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole discretion, that the information is materially inaccurate;
 - b. You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the .NYC Privacy Policy posted on the .NYC website at [LINK];

- c. You agree to submit to proceedings commenced under the Uniform Dispute Resolution Policy (“UDRP”), and the Uniform Rapid Suspension Service (“URS”), each as described on the .NYC website at [LINK]. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the .NYC Registry Operator, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

3. By registering a name in the .NYC:

- a. You acknowledge and agree to abide by all .NYC Policies set forth on the .NYC website at [LINK]. You specifically acknowledge and agree that the .NYC Policies may be modified by the .NYC Registry Operator, and agree to comply with any such changes in the time period specified for compliance;
- b. You acknowledge and agree that the .NYC Registry Operator reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the .NYC if you are found to have repeatedly engaged in abusive registrations, in its sole discretion;
- c. *.NYC Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) conflict with this Policy, (ii) threaten the stability, integrity or security of the .NYC TLD, the DNS or the global Internet, or any of its registrar partners and/or (iii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.*
- d. You acknowledge and agree that the .NYC Registry Operator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the .NYC Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:
 - to enforce .NYC Policies, as amended from time to time;
 - to protect the integrity and stability of the .NYC Registry Operator, its operations, and the .NYC;
 - to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the .NYC Registry Operator or you;
 - to establish, assert, or defend the legal rights of the .NYC Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the

.NYC Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;

- to respond to violations of this policy;
 - to correct mistakes made by the .NYC Registry Operator or any Registrar in connection with a Registration or Reservation; or
 - as otherwise provided herein.
- e. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the .NYC Registry Operator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your use, operation, Registration of any name and/or website in the .NYC.

The .NYC Registry Operator reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Acceptable Use Policy.

EXHIBIT 6 First Annual Marketing Plan
[SEE ATTACHED]

Thankyou



Gen. Avail Acquisition

Acquisition

- **Timing:**
Ongoing
- **Audience:**
Individuals
- **Goal:**
Announce .nyc availability and launch
Generate Registrations
- **Main Message:**
.nyc is now available to all. Get yours.
- **Channels:**
 - Email
 - Direct Mail
 - Blog/Community Media Outreach
 - Print Advertisements - New York Times, Time Out New York
 - Online Advertising - paid search, promoted tweets, etc.
- **Registrar Role:**
 - On-site banners
 - Homepage Promotions
 - Social Media Support
 - Email blasts
 - .nyc Landing Page on site
 - .nyc up-sell
 - .nyc Priority Shelf Space

Individuals Social Activation

Social

- **Timing:**
Ongoing

- **Audience:**
Individuals

- **Goal:**
 - Build and activate community around .nyc
 - Stimulate conversation and excitement for .nyc

- **Main Message:**
.nyc is the ultimate address for everything New York City

- **Channels:**
 - Facebook
 - Twitter
 - Google+
 - LinkedIn

Make Your Mark in NYC Contest

Content

- **Timing:**
1 month
- **Audience:**
Individuals - New York Residents
- **Goal:**
Create exciting, shareable content for .nyc
Generate buzz for .nyc amongst target
- **Main Message:**
 - Make your mark in NYC with your own .nyc
 - Contest awards New York City residents for expressing how they have made NYC their own
- **Channels:**
 - Social Media Distribution
 - Blog/Community Media Outreach

Pre-Gen.Avail. Awareness

Awareness

- **Timing:**
8 weeks
- **Audience:**
Individuals
- **Goal:**
 - Generate buzz among NYC residents
 - Announce .nyc availability and launch dates
 - Begin pre-registrations
- **Main Message:**
.nyc is the ultimate address for everything New York City. Find out how to get yours.
- **Channels:**
 - Press releases
 - Email
 - Direct Mail
 - Blog/Community Outreach
 - Print Advertisements - New York Times, Time Out New York
 - Online Advertising - paid search, promoted tweets, etc.
- **Registrar Role:**
 - Press Release
 - Social Media Promotion

NY Auto Show

Live Event

- **Timing:**
TBD
- **Audience:**
Connectors
- **Goal:**
 - Showcase .nyc availability to general population
 - Generate leads
- **Main Message:**
.nyc is the premiere web address for all things New York City
- **Channels:**
 - Trade show collateral w/ link to .nyc site
 - Giveaways/Swag
 - Post-event lead follow up - email, direct mail

CMJ Music Festival

Live Event

- **Timing:**
TBD
- **Audience:**
Connectors - Music Industry
- **Goal:**
 - Introduce .nyc to the New York City music community
 - Gather leads, emails and early sign-ups
- **Main Message:**
.nyc is coming soon. Find out how to get yours.
- **Channels:**
 - Musical event sponsored by .nyc
 - Giveaways/Swag
 - Post-event lead follow up - email, direct mail

Ad-Tech New York

Live Event

- **Timing:**
TBD
- **Audience:**
Connectors - Tech Industry
- **Goal:**
 - Introduce .nyc to the New York City digital advertising/creative community
 - Gather leads, emails and early sign-ups
- **Main Message:**
.nyc is coming soon. Find out how to get yours.
- **Channels:**
 - Giveaways/Swag
 - Sponsored happy hour/event
 - Post-event lead follow up - email, direct mail

Landrush Acquisition

Acquisition

- **Timing:**
8 weeks
- **Audience:**
Businesses w/ NYC addresses
- **Goal:**
 - Announce .NYC availability and launch
 - Generate Registrations
- **Main Message:**
.nyc is now available to all businesses in New York City
- **Channels:**
 - Email
 - Direct Mail
 - Blog/Community Media Outreach
 - Print Advertisements - New York Times, Time Out New York
 - Online Advertising - paid search, promoted tweets, etc.
- **Registrar Role:**
 - On-site banners
 - Homepage Promotions
 - Social Media Support
 - Email blasts
 - .nyc Landing Page on site
 - .nyc up-sell
 - .nyc Priority Shelf Space

Small Business Social Activation

Social

- **Timing:**
Ongoing
- **Audience:**
Businesses with NYC address
- **Goal:**
 - Build and activate community around .nyc
 - Stimulate conversation and excitement for .nyc
- **Main Message:**
.nyc is the ultimate address for everything New York City
- **Channels:**
 - Facebook
 - Twitter
 - Google+
 - LinkedIn

Best of Borough Contest

Content

- **Timing:**
1 month
- **Audience:**
Businesses with NYC address
- **Goal:**
 - Create exciting, shareable content for .nyc
 - Generate buzz for .nyc amongst target
- **Main Message:**
 - Make your mark in NYC with your own .nyc
 - 1 business from each borough that best captures the spirit of their community wins a free .nyc address and hosting for 1 year + get featured in .nyc advertising
- **Channels:**
 - Social Media Distribution
 - Blog/Community Media Outreach

SB.3

Pre-Landrush Awareness

Awareness

- **Timing:**
8 weeks
- **Audience:**
Businesses with .nyc address
- **Goal:**
 - Generate buzz among NYC business owners
 - Announce .nyc availability and launch dates
 - Begin pre-registrations
- **Main Message:**
.nyc is the ultimate address for everything New York City. Find out how to get yours.
- **Channels:**
 - Press releases
 - Email
 - Direct Mail
 - Blog/Community Outreach
- **Registrar Role:**
 - Press Release
 - Social Media Promotion

NY Business Expo and Conference

Live Event

- **Timing:**
TBD
- **Audience:**
Businesses
- **Goal:**
 - Introduce .nyc to the New York City business community
 - Gather leads, emails and early sign-ups
- **Main Message:**
.nyc is coming soon. Find out how to get yours
- **Channels:**
 - Trade show collateral w/ link to .nyc site
 - Happy hour/entertainment event
 - Post-event lead follow up - email, direct mail

Sunrise Acquisition

Acquisition

- **Timing:**
8 weeks
- **Audience:**
Trademark companies w/ NYC addresses
- **Goal:**
 - Announce .nyc availability and launch
 - Generate registrations
- **Main Message:**
 - .nyc has launched
 - .nyc is now available to you
- **Channels:**
 - Email
 - Direct Mail
 - Blog/Community Media Outreach
 - Print Advertisements - New York Times, Time Out New York
 - Online Advertising - paid search, promoted tweets, etc.
- **Registrar Role:**
 - On-site banners
 - Homepage Promotions
 - Social Media Support
 - Email blasts
 - .nyc Landing Page on site
 - .nyc up-sell

Pre-Sunrise Awareness

Awareness

- **Timing:**
6 weeks
- **Audience:**
Trademark companies w/ NYC addresses
- **Goal:**
 - Follow-up on leads generated at INTA
 - Announce upcoming eligibility for .nyc
- **Main Message:**
.nyc is coming soon. Get yours.
- **Channels:**
 - Email
 - Direct Mail
 - Blog/Community Media Outreach
 - Print Advertisements - New York Times, Time Out New York
- **Registrar Role:**
 - Press Release
 - Social Media Promotion

INTA Trademark Conference

Live Event

- **Timing:**

May 4th, 2013 - COMPLETE

- **Audience:**

Trademark Businesses w/ Address in NYC

- **Goal:**

- Introduce .nyc to the New York City trademark community
- Gather leads, emails and early sign-ups

- **Main Message:**

.nyc is coming soon. Find out how to get yours

- **Channels:**

- Trade show collateral w/ link to .nyc site
- Happy hour/entertainment event
- Takeover hotel collateral - key card branding, newspaper wrap
- Post-event lead followup - email, direct mail

.nyc Info Teaser Site

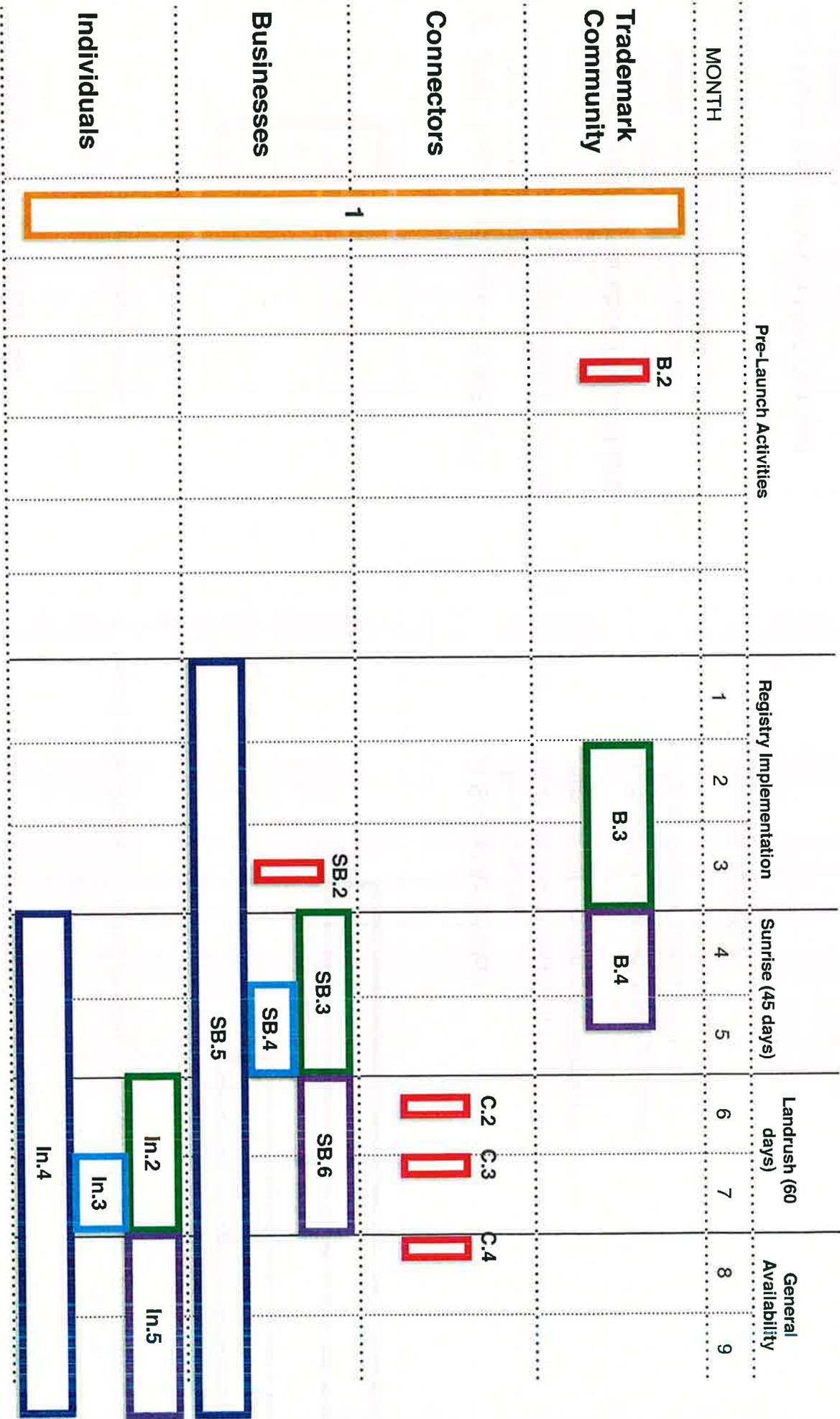
Web

- **Timing:**
March 2013 - COMPLETE
- **Audience:**
All
- **Goal:**
 - Officially Announce .nyc
 - Act as hub for all rollout and domain information
- **Main Message:**
.nyc is the ultimate web address for everything New York City. Find out how to get yours.
- **Channels:**
 - Press Release
 - Social Media Promotion
 - Blog/Industry Media Outreach

APPENDIX: Initiative Breakdown Examples

Overview

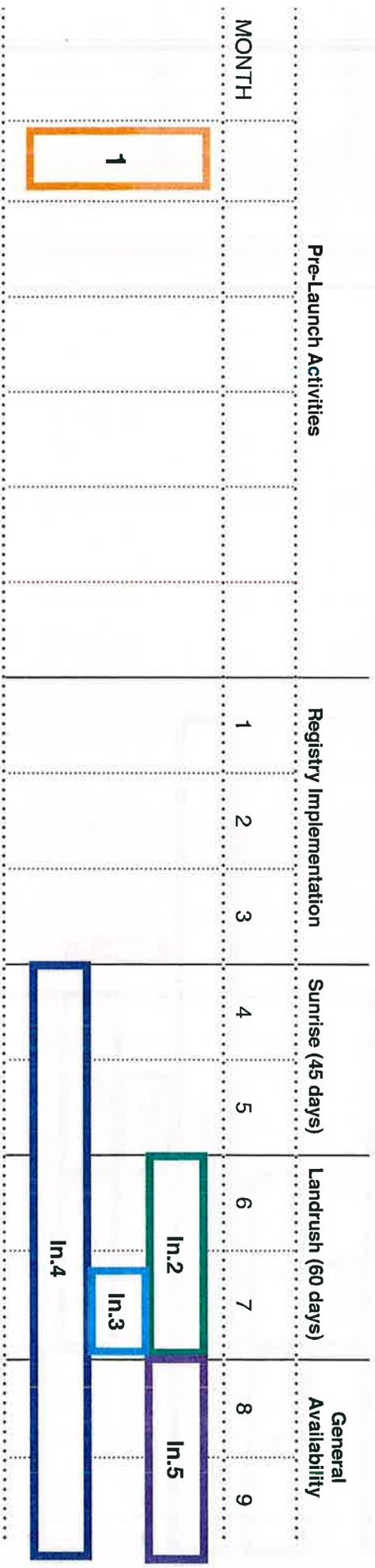
- Web
- Live Event
- Awareness
- Acquisition
- Social
- Content



Individuals

Web
Live Event
Awareness

Acquisition
Social
Content



01 .NYC Teaser Info Site - COMPLETE

Official .nyc Announcement

Act as hub for all rollout and registration information

In.2 Pre-General Availability Awareness

Timing: 8 weeks

Generate buzz among NYC residents

Announce .nyc availability and launch dates

Begin pre-registrations

In.4 Social Activation

Timing: Ongoing

Build and activate community around .nyc

Stimulate conversation and excitement for .nyc

In.5 General Availability Acquisition

Timing: Ongoing (starting after Landrush)

Announce .nyc availability and launch for target audience

Generate registrations

In.3 Make Your Mark in NYC Contest

Timing: 1 month

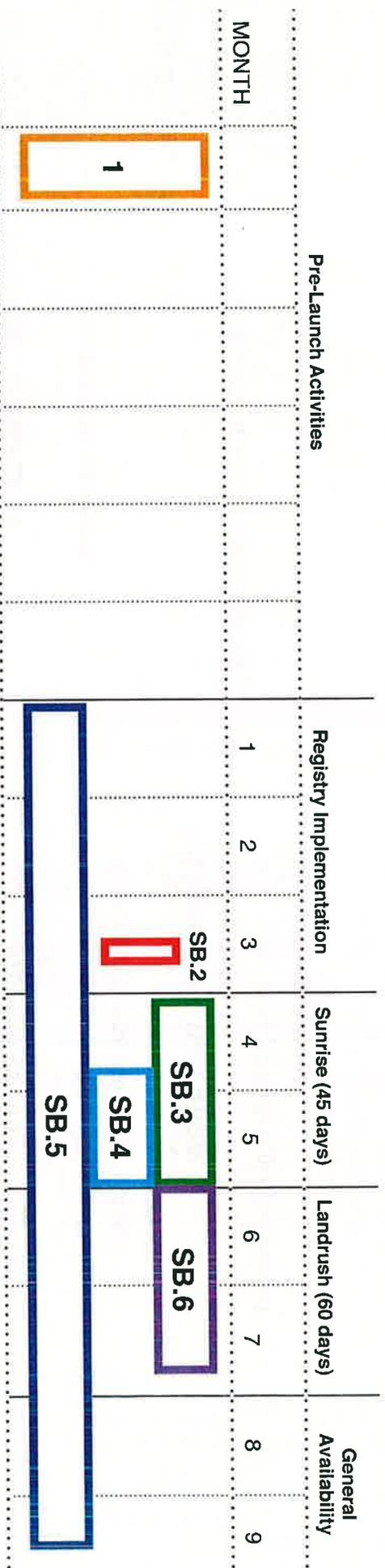
Create exciting, sharable content for .nyc

Contest awards NYC residents for expressing how they have made the City their own

Businesses

Web
Live Event
Awareness

Acquisition
Social
Content



01 .NYC Teaser Info Site - COMPLETE

Official .nyc Announcement

Act as hub for all rollout and registration information

SB.2 New York Business Expo and Conference

Timing: TBD

Introduce .nyc to the New York business community

Gather leads, emails and early sign ups

SB.3 Pre-Landrush Awareness Campaign

Timing: 8 weeks

Announce .nyc eligibility

Provide avenues for pre-registration

SB.4 Best of Borough Contest

Timing: 1 month

Create exciting, sharable content for .nyc

One business from each borough that best captures the spirit of their community wins a free .nyc address and hosting for 1 year

SB.5 Social Activation

Timing: Ongoing

Build and activate community around .nyc

Stimulate conversation and excitement for .nyc

SB.6 Landrush Acquisition Campaign

Timing: 60 days

Announce .nyc availability and launch

Generate registrations

Connectors

Web
Live Event
Awareness

Acquisition
Social
Content

MONTH	Pre-Launch Activities					Registry Implementation			Sunrise (45 days)			Landrush (60 days)			General Availability			
	1	2	3	4	5	1	2	3	4	5	6	7	8	9	10	11	12	
	1																	

01 .NYC Teaser Info Site - COMPLETE

Official .nyc Announcement
Act as hub for all rollout and registration information

C.2 Ad-Tech New York

Timing: TBD
Introduce .nyc to the New York City digital advertising/creative community
Gather leads, emails and early signups

C.3 CMJ Music Festival

Timing: TBD
Introduce .nyc to the New York City music community
Gather leads, emails and early signups

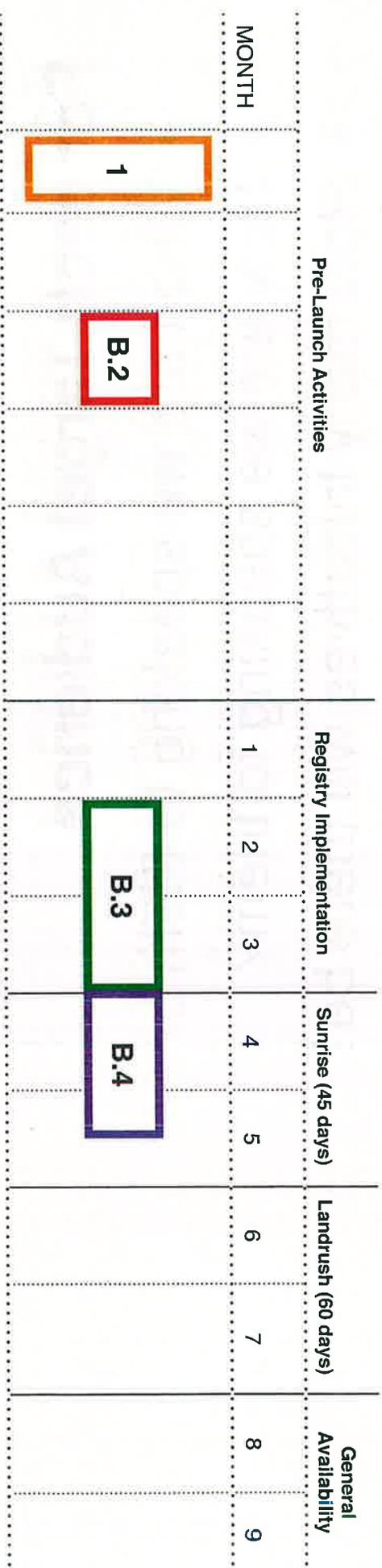
C.4 New York Auto Show

Timing: TBD
Showcase .nyc availability to general population
Generate registrations

Trademark Community

Web
Live Event
Awareness

Acquisition
Social
Content



01 .NYC Teaser Info Site - COMPLETE

Official .nyc Announcement
Act as hub for all rollout and registration information

B.2 INTA Trademark Conference - COMPLETE

Timing: May 4th, 2013
Introduce .nyc to the trademark community
Gather leads, emails and early sign-ups

B.3 Pre-Sunrise Awareness Campaign

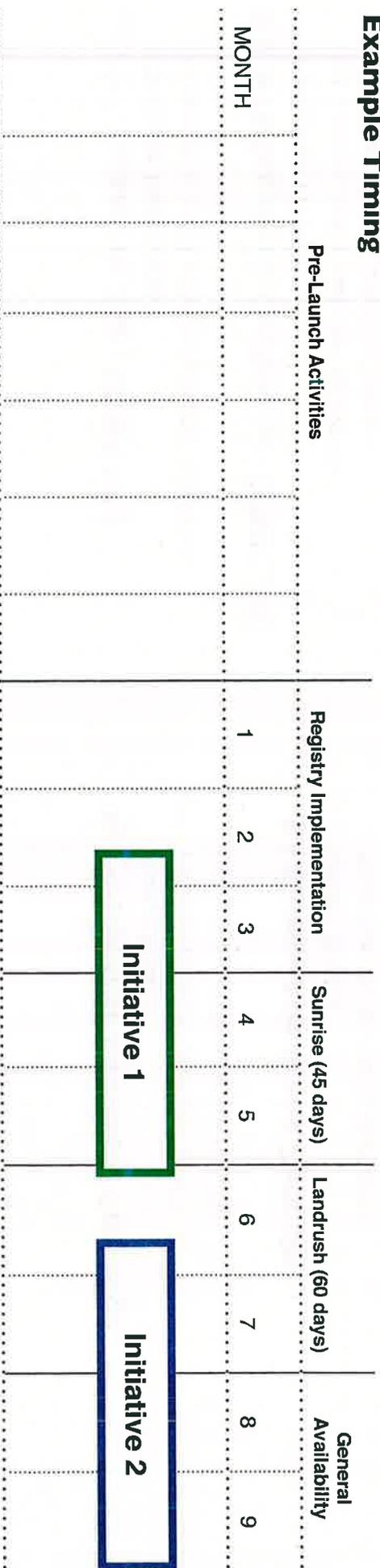
Timing: 8 weeks
Followup on leads generated at INTA
Announce upcoming eligibility for .nyc

B.4 Sunrise Acquisition Campaign

Timing: 45 days
Announce .nyc availability and launch
Generate registrations

Audience Focus Structure

Example Timing



For each Target Audience

- When are we speaking to them?
- How are we speaking to them?
- How many initiatives will there be?
- What types of initiatives?

What is an Initiative?

Any experience/campaign/tactic that includes:

- **Audience:** who are we speaking to?
- **Goal:** what is the tactical purpose?
- **Main Message:** what do we want to communicate?
- **Channel:** how will the event come to life?

TYPES OF INITIATIVES

Web

Live Event

Awareness

Acquisition

Social

Content



Approach

Centralized Idea

AUDIENCE FOCUS

Trademark

Community

INITIATIVE

Connectors

INITIATIVE

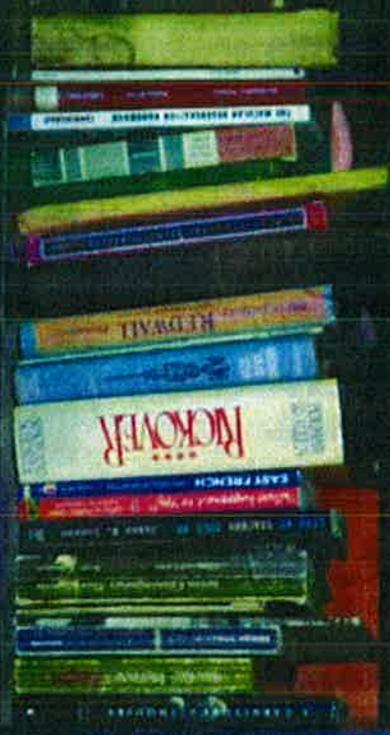
Businesses

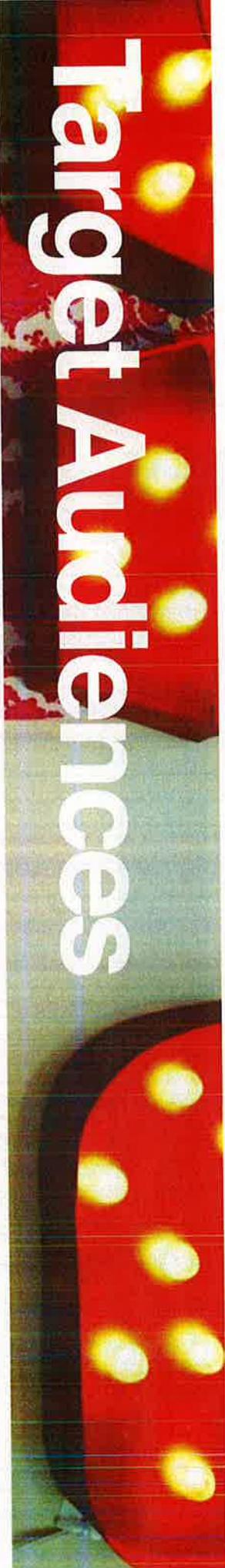
INITIATIVE

Individuals

INITIATIVE

Approach

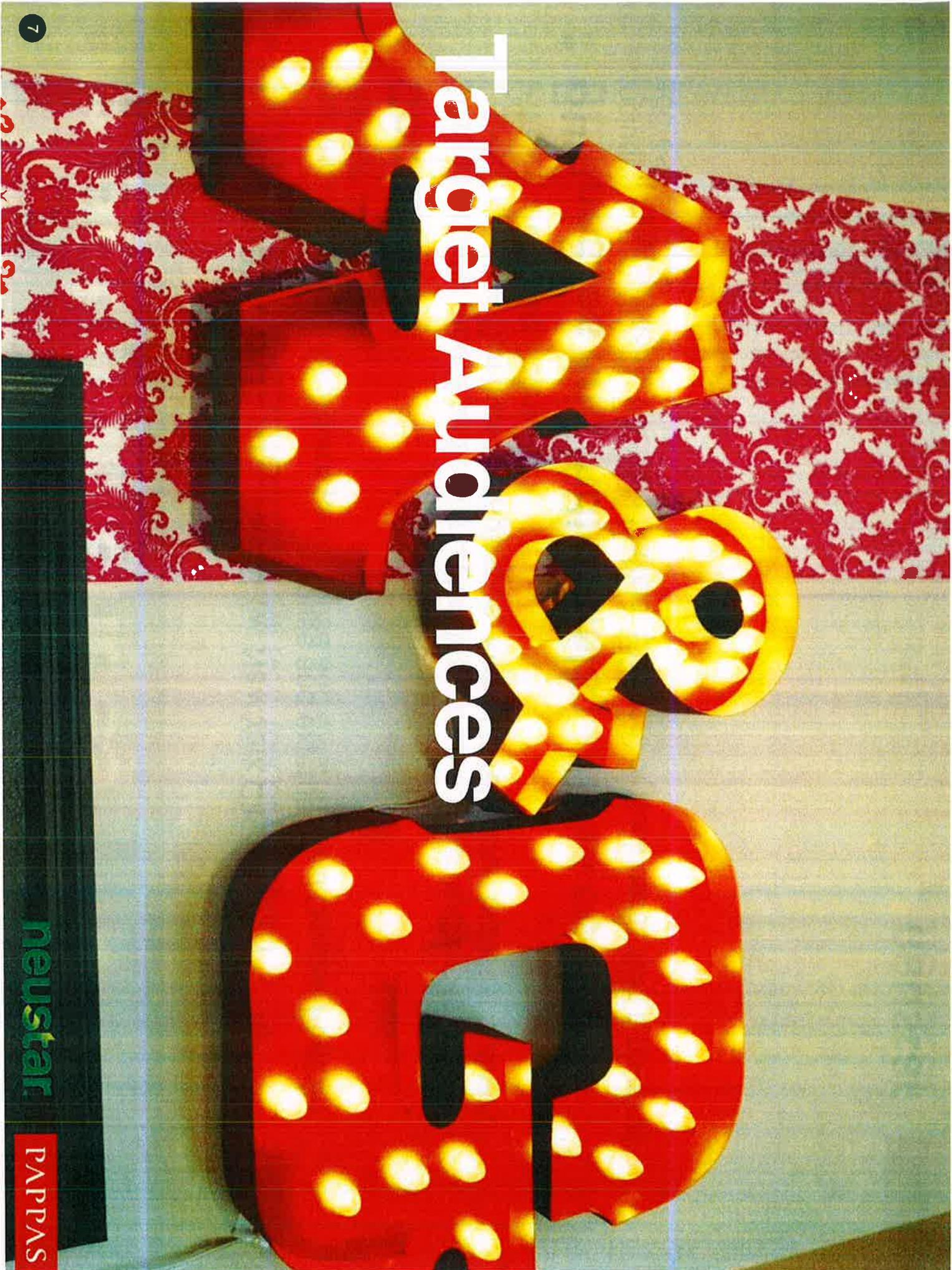




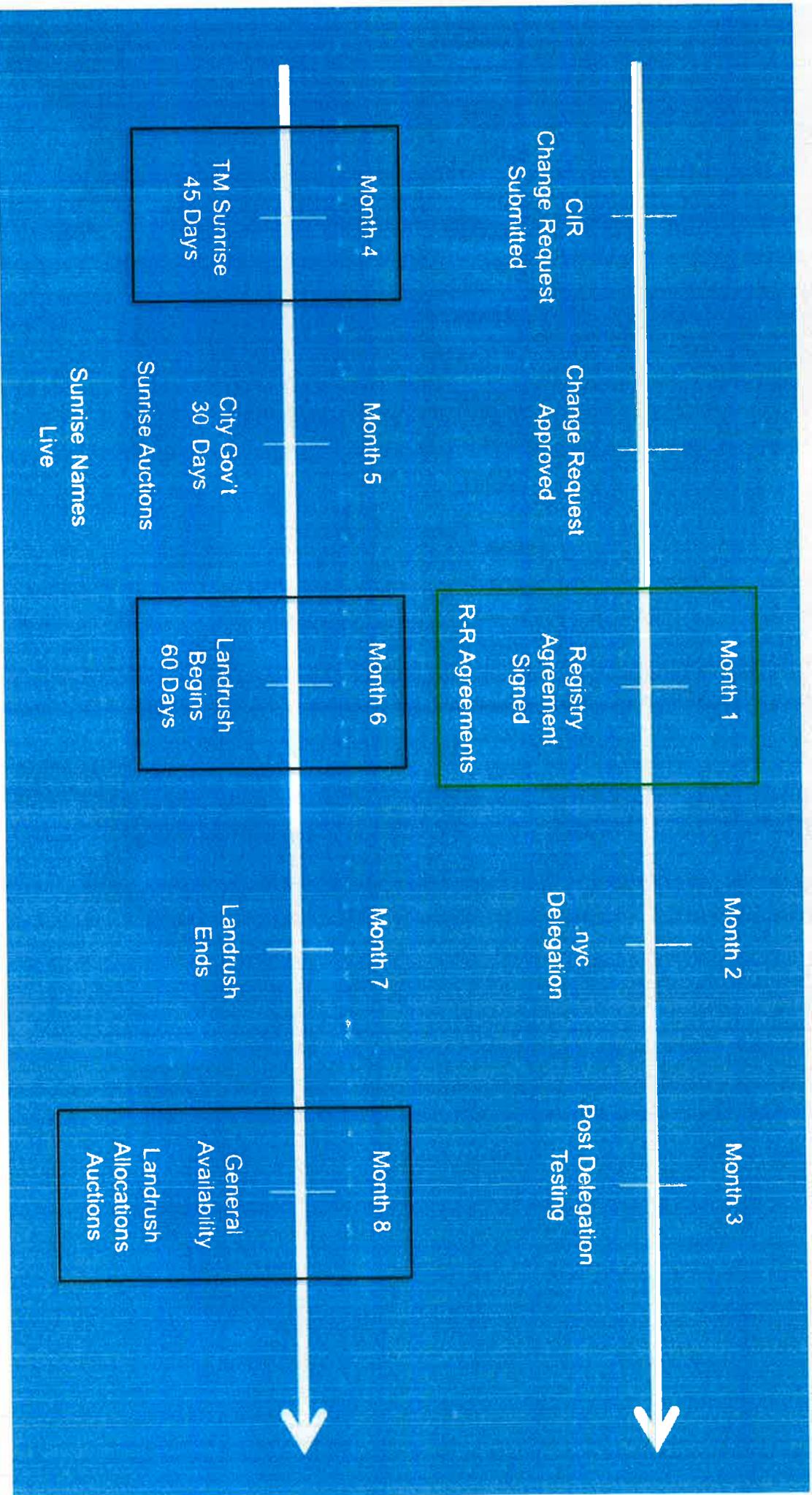
Target Audiences

- **Trademark Businesses** (w/ New York City address)
Trademark Community: Attorneys (in-house and external) and Domain Portfolio Managers
- **Connectors**
Cultural/Industry groups and communities that can reach our audiences - Tech Industry, Creative Community + Agencies, Film and Television Industry, Culinary Industry, and Music Scene
- **Businesses and Individuals** (w/ New York City address)
Includes Organizations, Decision Makers, Bloggers or Businesses with a physical address in NYC

Target Audiences

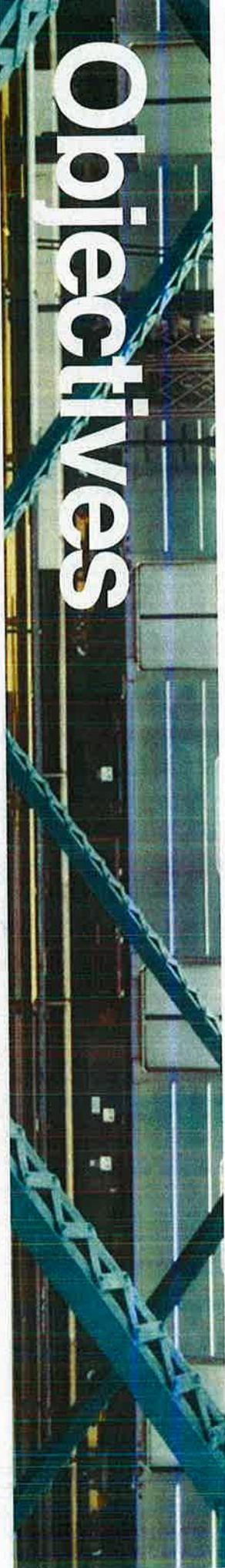


ICANN Timeline



ICANN Timeline





Objectives

- Establish .nyc as the premiere domain for all things New York City
- Build .nyc brand as a natural extension to the character and personification of the current New York City brand
- Raise awareness locally, nationally and internationally - emphasis on local
- Domain registrations, retention and loyalty

Objectives

1. Establish a clear and measurable objective for the project.

2. Identify the key stakeholders and their interests.

Contents

- Objectives
- ICANN Timeline
- Target Audience
- Approach
- Audience Focus Examples
- Appendix: Initiative Breakdown Examples



Marketing Plan Approach

neustar

PAPPAS