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LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into effective as of this __ day of ____, 2016 (“Effective Date”), by and among the IETF Trust, a Virginia common law trust, (“Licensor”) and [PTI], a California nonprofit public benefit corporation (“Licensee”).

Comment [1]: Note to CWG: The license should be from the mark owner to the service provider. There is no reason to interpose ICANN as a sublicensor between the Trust and PTI.

Note – if IANA services are provided by multiple entities (PTI1, PTI2, PTI3), then separate licenses can be granted to each of these entities. There is still no need to interpose ICANN in this relationship.

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Comment [2]: Note to RIR: this definition is used in the indemnification clauses and is pretty standard.

ARTICLE 1 DEFINITIONS

1.1 AAA: the American Arbitration Association.

1.2 Affiliate: With respect to a party hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such party, together with all officers, members, managers and directors of such party, corporation or business entity. For this purpose, the word “control” shall mean direct or indirect ownership of fifty percent (50%) or more of the equity or voting shares or interest of such corporation or business entity having the right to vote for the election of directors, or the power to appoint a majority of the board of directors or other governing body or otherwise to direct the management and policies of such corporation or business entities, whether by contract or otherwise. For the avoidance of doubt, the Internet Society, a District of Columbia non-profit corporation, is not an Affiliate of the Licensor.

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1.3 Agreement: Has the meaning set forth in the Preamble.

1.4 IANA Intellectual Property: The Licensed Domains and Licensed Marks, collectively or individually as the context may require.

1.5 IANA Names Services. Those services so designated in Exhibit A.

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1.6 IANA Numbers Services. Those services so designated in Exhibit A.

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1.7 IANA Protocol Parameter Services. Those services so designated in Exhibit A.

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1.8 IANA Services: The IANA Names Services, IANA Numbers Services, and IANA Protocol Parameter Services, collectively or individually as the context may require.

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1.9 Indemnification Notice: Has the meaning set forth in Section 5(a).

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1.10 Indemnified Party: Has the meaning set forth in Section 5(a).

1.11 Indemnifying Party: Has the meaning set forth in Section 5(a).

1.12 Liability: Has the meaning set forth in Section 5.1.

1.13 Licensed Domains: Those Internet domain names listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties.

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1.14 Licensed Marks: Those trademarks listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties, together with all registrations therefor, all common law and other rights therein, and all goodwill accruing from the use thereof, throughout the world.

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Deleted: Those registered trademarks listed in Exhibit B, together with all common law and other rights in such trademarks throughout the world

1.15 Licensee: Has the meaning set forth in the Preamble.

1.16 Licensor: Has the meaning set forth in the Preamble.

1.17 Names Community: Has the meaning set forth in the definition of “Operational Communities.”

1.18 Numbers Community: Has the meaning set forth in the definition of “Operational Communities.”

1.19 Operational Communities: [] (the “Names Community”), [] (the “Numbers Community”), and the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation (the “Protocol Community”), collectively or individually as the context may require.

1.20 Party or Parties: Has the meaning set forth in the Preamble.

1.21 Protocol Community: Has the meaning set forth in the definition of “Operational Communities.”

1.22 Severed Clause: Has the meaning set forth in Section 8.3.

1.23 Style Requirements: Has the meaning set forth in Section 2.3.

1.24 Term: Has the meaning set forth in Section 6.1.

1.25 Third Party Claim: Has the meaning set forth in Section 5(a).

1.26 Trust Indemnitees: Has the meaning set forth in Section 5.1.

ARTICLE 2 TRADEMARK LICENSES

2.1 Grant of Licenses. Licensor hereby grants Licensee, and Licensee hereby accepts, a worldwide, exclusive, royalty-free, fully-paid right and license to use, display and reproduce the Licensed Marks in connection with the provision and marketing of goods and services in connection with (a) the IANA Names Services, (b) the IANA Numbers Services and (c) the IANA Protocol Parameter Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services set forth in clauses (a) – (c) above.

Comment [3]: Note to RIR: you have proposed three separate license agreements, which would be acceptable. However, at this time there is only one Licensee, and negotiating a single license agreement will be far more efficient than three. Perhaps the agreements can be split into three once the terms are finalized?

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2.2 Quality Requirements. Licensee agrees that all IANA Services offered under the IANA Intellectual Property shall be of a consistent quality at least as high as the quality of comparable services offered by ICANN immediately prior to the Effective Date, and shall comply with any additional service quality requirements that the Parties mutually agree upon throughout the Term, which shall be incorporated into and made a part of this Agreement. Licensor shall have the right to monitor the quality of goods and services offered under the IANA Intellectual Property, and any material changes to such services shall be subject to Licensor's prior written approval, not to be unreasonably withheld, provided that Licensor may delegate such quality monitoring responsibility and approval rights to each Operational Community with respect to the services offered to or for the benefit of that Operational Community.

2.3 Usage Requirements. All uses of the Licensed Marks shall be in strict accordance with Licensor's style requirements concerning size, color, placement, and other parameters ("Style Requirements"). The current version of the Style Requirements is attached hereto as Exhibit C. All uses of the Licensed Marks by ICANN immediately prior to the Effective Date, and all uses substantially similar thereto, shall be deemed to comply with such Style Requirements. Licensor shall have the right to modify such Style Requirements in its sole discretion upon [60 days] prior written notice to Licensee. In the event of such a change, Licensee shall be permitted to deplete its existing inventory of printed marketing material complying with the immediately prior version of the Style Requirements for up to three (3) months following the effectiveness of such change. Thereafter all such obsolete materials shall be destroyed, other than copies kept for archival, informational, historical, record-keeping or legal purposes. All digital displays must be changed within one month to reflect any new Style Requirements.

ARTICLE 3 DOMAIN LICENSES

3.1 Grant of License. Licensor hereby grants Licensee, and Licensee hereby accepts, a worldwide, exclusive, royalty-free right and license to use the IANA Domains and to create subdomains thereunder, subject to Section 3.3 below, solely in connection with the provision and marketing of (a) the IANA Names Services, (b) the IANA Numbers Services and (c) the IANA Protocol Parameter Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services set forth in clauses (a)-(c) above.

3.2 Technical Contact. Licensor hereby designates Licensee as the technical contact for the IANA Domains (including all subdomains). Licensee acknowledges that if any of the licenses granted hereunder with respect to the IANA Services are terminated (e.g., IANA Names Services, IANA Numbers Services and IANA Protocol Parameter Services), then Licensor may designate one or more third parties as the technical contacts for one or more IANA Domains or subdomains.

3.3 Subdomains. All subdomains of the IANA Domains existing as of the Effective Date are approved for use by Licensee in connection with the licenses granted hereunder. Licensee shall submit all proposed new subdomains under the IANA Domains to Licensor for approval prior to their registration or use, such approval not to be unreasonably withheld or delayed.

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Comment [4]: Note to RIR: you suggest tying these quality requirements to the Service Agreements, which in principle is acceptable. However, can you describe the parties to the Service Agreements? It may be that this linkage needs to come through the Community Agreement rather than this license, as the IETF Trust is not a party to the Service agreements.

Comment [5]: Note to CWG: it is not advisable to incorporate the Trust-OC internal governance mechanisms into this third party license agreement. Such procedures should be in the Community Agreement only, and should not give rise to additional liability under this License Agreement.

Comment [6]: Note to CWG: it is unclear why CWG would wish to reduce the Licensee's responsibilities under this Agreement. CWG is not a party to this Agreement, and it is in both CWG's and the Trust's interest to seek the highest reasonable level of compliance by the Licensee.

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Comment [7]: Note to CWG: why would we offer to give the Licensee approval rights over changes to our TM style guidelines? Unclear why CWG is negotiating on behalf of the Licensee.

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Comment [8]: Note to RIR: restriction on sublicensing now contained in Sec. 4.4.

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~~Deleted: No Sublicensing. Licensee shall have no right to grant sublicenses of the rights granted hereunder without the express written approval of Licensor, which may granted or withheld in Licensor's sole discretion and may be conditioned on the execution of documentation that is acceptable to Licensor in its sole discretion.~~

ARTICLE 4 OWNERSHIP

4.1 Goodwill. Licensee hereby acknowledges that Licensor is the owner of the IANA Intellectual Property and all goodwill therein and arising from its use, and that nothing in this Agreement or otherwise grants Licensee any ownership right in or to any such IANA Intellectual Property. Licensee hereby assigns to Licensor all business goodwill that arises from use of the IANA Intellectual Property.

4.2 Restrictions. Licensee agrees that it shall not, (a) without the prior written approval of the Licensor, not to be unreasonably withheld or delayed, register or reserve any name, mark, logo, word or design that contains, is identical to, or is confusingly similar to any IANA Intellectual Property as a trademark, service mark, certification mark, trade name, domain name or search term in any jurisdiction in the world, (b) challenge Licensor’s ownership of or the validity of the Licensed Marks, any application for registration or registration thereof or any rights of Licensor therein; (c) do any act that is intended to invalidate or impair any IANA Intellectual Property; or (d) use, suffer or permit the use of any IANA Intellectual Property in any manner that is intended to devalue, injure, demean or dilute the goodwill or reputation of Licensor or the IANA Intellectual Property.

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Comment [9]: Note to CWG: Why would you proposed deleting this restriction on the Licensee’s activity? It is not reasonable to allow a Licensee to register “IANA” with a search engine, and such conduct should be prohibited.

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4.3 Policing and Enforcement. Licensee shall immediately notify Licensor in writing of any infringement or threatened infringement of the IANA Intellectual Property of which it becomes aware. Licensor shall, after consultation with the relevant operational communities, have the sole right but not the obligation to take any action to stop such infringement or otherwise enforce Licensor’s rights and Licensee shall, at its own expense, cooperate with Licensor in any such action. If Licensor initiates such an enforcement action hereunder, it shall have the exclusive right to employ counsel of its own selection and to direct and control the litigation or any settlement thereof and shall be entitled to retain all amounts awarded as damages in connection therewith. In any such action, Licensee shall, at its own expense, have the right to non-controlling participation through counsel of its own selection.

Comment [10]: Note to CWG: a TM licensor should not assume obligations to a licensee to police its own marks. These obligations are typically one-way from the Licensee to the Licensor. Unclear why CWG is negotiating on behalf of Licensee.

Also, internal consultation mechanisms between CCG and Trust should be in the Community Agreement, not here. There is no reason to expose these internal procedures to a third party outsider Licensee.

Likewise, especially in a royalty-free license, the licensor should not under any circumstances commit to maintain the licensed marks.

4.4 Sublicensing. The licenses granted in Sections 2.1 and 3.1 above are sublicensable, subject to the prior written consent of Licensor, not to be unreasonably withheld or delayed, and provided that: (i) the sublicensee agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) Licensee shall be and remain liable for all actions of the sublicensee in relation to the sublicense, to the same extent as if the actions were those of Licensee.

Comment [11]: Moved from Section 3.4 to 4.4 in order to be more general.

ARTICLE 5 INDEMNIFICATION

5.1 By Licensee. Licensee will indemnify, defend and hold harmless Licensor and its Affiliates, and their respective employees, trustees, licensees, consultants, contractors and subcontractors (“Trust Indemnitees”) from and against any and all third party claims, liabilities, actions, demands, losses, costs, expenses and damages (“Liability”) arising directly or indirectly from Licensee’s and its sublicensees’ use of the IANA Intellectual Property, and the conduct of any business or other activity under, using or connected with the IANA Intellectual Property, following the Effective Date.

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5.2 Indemnification Procedure.

a. A Party seeking indemnification hereunder (“Indemnified Party”) will give prompt written notice (an “Indemnification Notice”) to the Party from which indemnification is sought (“Indemnifying Party”) of the assertion of any third party claim, or the commencement of any third party suit, action or proceeding (“Third Party Claim”) in respect of which indemnity may be sought under Section 5.1, and will provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have prejudiced the Indemnifying Party.

Comment [12]: Note to RIR: we cannot use the terms Licensor/Licensee here because we include Affiliates.

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b. The Indemnifying Party shall manage and control the defense of any Third Party Claim as to which indemnification is sought hereunder at its sole expense using counsel of its selection, subject to the reasonable prior approval of the Indemnified Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim if the settlement does not release the Indemnified Party from all Liabilities with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose at its own expense. Each Party shall cooperate in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

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ARTICLE 6 TERM AND TERMINATION

6.1 Term. This Agreement shall remain in effect from the Effective Date until it is terminated in accordance with the terms hereof.

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6.2 Termination by Licensee. Licensee may terminate this Agreement or any license granted hereunder upon sixty (60) days prior written notice to Licensor.

6.3 Termination by Licensor.

Comment [13]: Note to CWG: as discussed above, internal consultation between Trust and CCG is handled under the Community Agreement, not here.

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a. Licensor may terminate this Agreement in full if Licensee materially breaches any provision hereof. Licensor may also terminate any specific license granted under Article 2 or 3 hereof if Licensee materially breaches any provision hereof with respect to such specific license.

b. Following Licensor’s notification to Licensee of such breach, Licensee shall have a period of sixty (60) days to cure such breach.

c. If such breach is not cured to Licensor’s reasonable satisfaction within such period, then a thirty (30) day executive consultation period (“Consultation Period”) shall immediately begin. During such period, an authorized representative of Licensee and Licensor shall meet in person in Washington, DC, unless otherwise mutually agreed by the Parties, at least once, and by other telephone or electronic means as required, to use their best efforts to find a mutually-acceptable means for addressing the breach. Each Party shall be entitled to be represented by

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counsel at such consultations and shall bear its own expenses in connection with such consultations. Licensor shall be entitled to involve representatives of the relevant Operational Communities in such consultations as well.

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d. If, by the end of the Consultation Period, the Parties have not reached an amicable solution and Licensee has not cured such breach to Licensor's reasonable satisfaction, then the Parties shall submit to voluntary mediation administered by the American Arbitration Association ("AAA") using a mediator mutually acceptable to the Parties or, if they cannot agree within ten days following the end of the Consultation Period, by the AAA. The mediation shall take place in Washington DC within thirty (30) days following the end of the Consultation Period. Each Party shall be entitled to be represented by counsel at such mediation and shall bear its own expenses in connection with such mediation. Licensor shall be entitled to involve representatives of the relevant Operational Communities in such mediation, as well. Each Party shall bear its own costs and expenses, and the costs and expenses of the mediation shall be divided evenly between the Parties. The results of the mediation shall be non-binding, but the Parties shall work in good faith to reach an agreement to resolve the issues.

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Comment [14]: Note to RIR: Parties is defined now, and does not include the OCs.

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e. If the Parties fail to reach agreement within ten (10) days following the end of such mediation, Licensor shall be entitled to terminate the relevant licenses or this Agreement in full, upon written notice to Licensee.

6.4 Termination for Change of Service Provider. Licensee acknowledges that the licenses granted hereunder are necessary for provision of the IANA Services, and that Licensee is required to perform the IANA Services under a number of separate agreements with the Operational Communities. Accordingly, in the event that Licensor is notified by an Operational Community that Licensee has been terminated as the provider of IANA Services relating to such Operational Community, Licensor shall have the right to terminate this Agreement or the relevant license(s) immediately upon written notice to Licensee, and such termination shall be effective upon the effective date of a license agreement between Licensor and the replacement IANA Services provider.

Comment [15]: Note to RIR: you have asked that these agreements be referenced specifically. Can you please provide the relevant details?

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6.5 No Termination for Bankruptcy. For the avoidance of doubt, Licensor is not entitled to terminate the agreement solely on account of an insolvency or bankruptcy event by Licensee or any sublicensee.

6.6 Effects of Termination.

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a. Termination of this Agreement or any license hereunder shall be without prejudice to any right to sue for damages for any antecedent breach of this Agreement.

b. Immediately upon the termination of this Agreement or any trademark license hereunder, Licensee shall remove any and all Licensed Trademarks from all displays, materials, web sites and other visible locations, and cease to use such Licensed Trademarks in any business or other activity, subject to any transition period agreed between Licensor and Licensee.

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c. Immediately upon the termination of this Agreement or any domain name license hereunder, Licensee shall, at its expense, transfer technical control over the relevant domain

name(s) and subdomain(s) to Licensor or to its successor licensee(s) for the terminated services, subject to any transition period agreed between Licensor and Licensee.

d. The provisions of Articles 4, 5, 6, 7 and 8 of this Agreement shall survive any termination hereof in accordance with their terms.

ARTICLE 7 NO WARRANTY

Licensor makes no warranty or representation whatsoever, express or implied, regarding the validity or enforceability of the IANA Intellectual Property. Licensor undertakes no obligation to Licensee hereunder to maintain, police or enforce the IANA Intellectual Property against any third party.

Comment [16]: Note to RIR: this limitation limits the Licensor's liability to the Licensee. It does not excuse any improper conduct by the Licensee.

ARTICLE 8 GENERAL PROVISIONS

8.1 Disputes. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, excluding its conflicts of law provisions. Except to the extent provided in Section 6.3 above, the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the U.S. District of Northern Virginia for the resolution of all disputes concerning the interpretation, enforcement, breach and termination of this Agreement.

Comment [17]: Note to CWG: license agreement typically are governed by the law of the Licensor's home jurisdiction. In this case, Virginia.

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8.2 Notices. Any notice or report required or permitted to be given or made under this Agreement by a Party hereto to any other Party shall be given by registered mail or overnight courier (return receipt requested), to the Parties at the addresses indicated below, and shall be effective upon the earlier of the date of actual receipt by the addressee or the date three (3) days after the same was posted or sent. Notices shall be sent to:

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[PTI]

[insert address]

IETF TRUST

[insert address]

A Party hereto may change its address or contact person by giving written notice to the other Party, pursuant to this Agreement.

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8.3 Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), the Parties agree that this Agreement shall endure except for the Severed Clause. The Parties shall consult and use their best efforts to agree

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upon a valid and enforceable provision that shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

8.4 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

8.5 Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the Parties with respect to the matters contained herein and supersede any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by the Parties hereto.

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8.6 Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement, in whole or in part, shall not be assignable by any Party hereto to any third party without the prior written consent of the other.

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8.7 Non-Waiver. The failure of a Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

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8.8 Independent Contractors. The Parties hereto are independent contractors. No Party is, or will be deemed to be, the partner or legal representative or agent of the other Party, nor shall any Party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

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8.9 Publicity. No Party shall make any public announcement, press release or disclosure of the terms of this Agreement without the prior written consent of each other party hereto.

Comment [18]: Note to CWG: we do not understand why CWG proposed deleting this paragraph. Any public announcement of the agreement should be coordinated by all parties.

8.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

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8.11 Construction. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (d) the terms “Article,” “Section,” or “Exhibit” refer to the specified Article, Section, or Exhibit of this Agreement; (e) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”; and (f) the term “including” or “includes” means “including without limitation” or “includes without limitation” so as to not limit the generality of the preceding term. Unless otherwise stated, references to days shall mean calendar days.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

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[PTI]

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

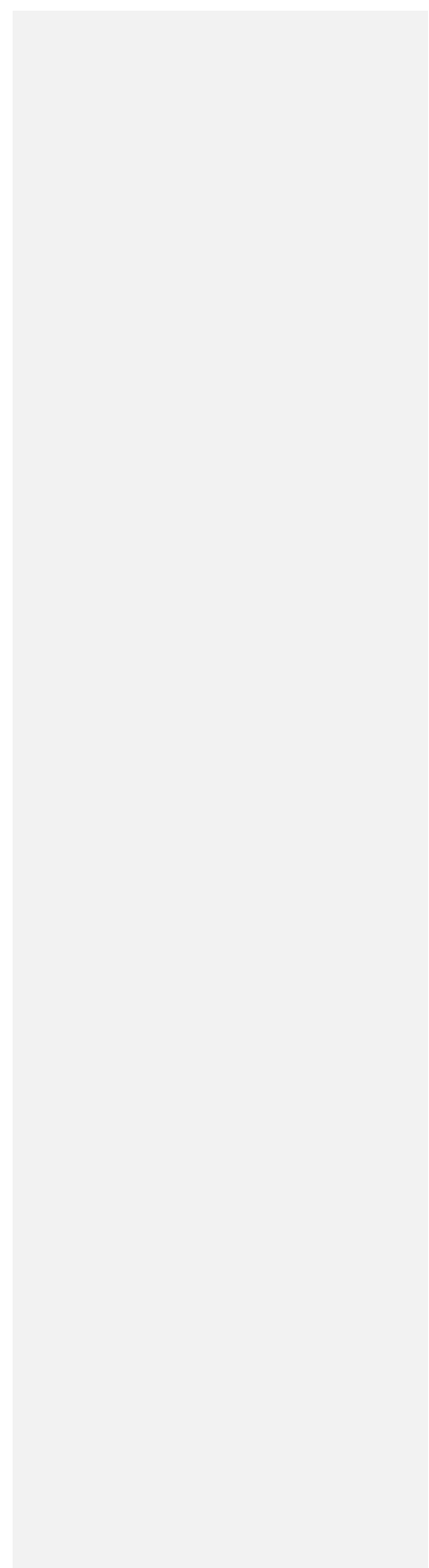


EXHIBIT A
IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

[describe]

IANA NUMBERS SERVICE

The administration of the IANA Number Registries in accordance with Global Policies and any applicable and mutually acceptable and agreed upon guidelines and procedures, including allocation of Internet Number Resources to RIRs, the management of returned Internet Number Resources, general IANA Number Registries maintenance, and the administration of the unicast portion of the special- purpose “IN-ADDR.ARPA” and “IP6.ARPA” DNS zones, as extensively defined in the Service Level Agreement for the IANA Numbering Services.

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IANA PROTOCOL PARAMETER SERVICE


These include (i) assigning and registering Internet protocol parameters as directed by the criteria and procedures specified in RFCs, including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignment, as well as procedures and criteria directed by Supplemental Agreements agreed to between the IETF and the protocol service provider; (ii) registering protocol parameters of interest to the Internet community upon agreement with other parties, provided such protocol parameters do not conflict with those specified under the terms of clause (i), (iii) providing on-line facilities for the public to request Internet protocol parameter assignments; (iii) making available to the public, on-line and free of charge, information about each current assignment, including contact details for the assignee.

Comment [19]: Note to CWG: Licensor is IETF Trust, not IETF. This term should be “IETF”.

EXHIBIT B
LICENSED INTELLECTUAL PROPERTY

LICENSED MARKS

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| MARK | GOODS AND SERVICES | APP. NO. & DATE | REG. NO. & DATE |
|---|---|--|---|
| <p><u>INTERNET ASSIGNED NUMBERS AUTHORITY</u></p> | <p>IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101</p> <p>IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101</p> | <p><u>76481499</u> <u>Jan 10, 2003</u></p> | <p><u>2764089</u> <u>Sep 16, 2003</u></p> |
|  | <p>IC 035. US 100 101 102. G & S: administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222</p> <p>IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222</p> | <p><u>76247587</u> <u>Apr 27, 2001</u></p> | <p><u>2620519</u> <u>Sep 17, 2002</u></p> |
| <p><u>IANA</u></p> | <p>IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of domain names or addresses on the internet. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200</p> | <p><u>77310518</u> <u>Oct 22, 2007</u></p> | <p><u>3536171</u> <u>Nov 25, 2008</u></p> |

| MARK | GOODS AND SERVICES | APP. NO. & DATE | REG. NO. & DATE |
|------|---|-----------------|-----------------|
| | <u>IC 042. US 100 101. G & S: Providing information via the internet in the field of technical standards and guidelines for global computer information networks; creation of and establishing provisions for and development and maintenance of technical parameters and guidelines for facilitating Internet communications; and the creation of, establishing technical provisions for and monitoring and maintenance of domain names or addresses on the Internet. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200</u> | | |

LICENSED DOMAINS

iana.org

iana.net

iana.com

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EXHIBIT C

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IETF TRUST STYLE REQUIREMENTS

[INSERT VISUAL SIZE, COLOR, FONT, SPACING, RESOLUTION, ETC. REQUIREMENTS]

Additional Restrictions

1. The mark shall not be combined to form a composite mark with any other trademark, service mark, certification mark, geographical indication, design or logo that is not licensed hereunder.
2. The mark shall not be altered, modified, shortened, expanded, abbreviated, changed or distorted in any manner.
3. The mark shall not be used in connection with any images, text or other content that is disparaging, defamatory, libelous, obscene, scandalous.
4. The mark shall not be used in any manner to criticize, disparage or demean Licensor or its Affiliates, or their respective trustees, employees or contractors.
5. The mark shall not be used to describe products or services in a generic or descriptive manner. For example, services should always be referred to as "IANA Services", not as "IANA".
6. All uses of the marks must be accompanied by the symbol ® in jurisdictions where a trademark registration exists, and by the symbol TM in jurisdictions in where a trademark registration does not yet exist. Notwithstanding the foregoing, if the mark is used more than once, the ® or TM will be used only in the first or most prominent use of the mark.
7. Each page on which a mark is used, including web pages, marketing collateral, press releases and the like, shall include in legible type no smaller than the principal text of the page the following legend: "[mark] is a trademark of the IETF Trust".

Deleted: , profane, or unwholesome

Comment [20]: Note to CWG: why would you want to delete this standard protection for the marks?

Comment [21]: Note to CWG: this notice is important to the owner of the marks and should not be deleted.