

SPECIAL AWARD CONDITIONS
NCR 92-18742
Amendment Number Twenty-One (21)

1. Section I. B. 11. Other Top Level Domains of Amendment 19, as amended, is amended as follows:

.us Top Level Domain

Until such time as the Department of Commerce ("Department") designates a successor registry for the .us top level domain, or November 10, 2001, whichever comes first, NSI shall continue to provide administrative services, including Registry and, as appropriate, Registrar services, for this domain. Such services shall be at no cost to the U.S. Government, except that the Department shall reimburse NSI for the 1999-2000 contribution to ICANN attributed to the .us top-level domain.

As administrator, NSI shall use commercially reasonable efforts to maintain the status quo with respect to the operational policies, practices, procedures, administration, and daily operations of the .us domain (except as may be reasonably necessary to comply with customary business practices and to minimize or mitigate risks), and, unless directed by the Department, shall not alter the registration policies of the .us domain. NSI shall have no obligation to develop or prepare any new documentation with respect to its administration of the .us domain. If NSI, however, develops such new documentation, NSI shall provide such documentation (other than internal drafts, memoranda, and working papers) to the Department upon the Department's request. Moreover, NSI shall provide, upon the Department's request, any information or documentation regarding administration of the .us domain that the Department reasonably deems necessary to secure a successor registry.

As custodian of the .us registration data, NSI shall have no obligation to verify or validate the completeness and/or accuracy of the data provided to NSI by the Information Sciences Institute of the University of Southern California. NSI will use the existing constellation of secondary .us DNS servers to propagate the .us top level domain zone files, to the extent that the volunteer top-level domain server administrators agree to continue such operation, and reliability and stability of the .us domain are not jeopardized. NSI will use commercially reasonable efforts to replace any volunteer top-level domain server administrator that elects to discontinue service. NSI will not be held either responsible or liable for any consequences related to the actions or failure to perform by any of the volunteer .us top-level domain server administrators.

Upon designation by the Department of a successor registry, or November 10, 2001, whichever comes first, NSI shall use commercially reasonable efforts to cooperate with the Department to facilitate the smooth transition of operation of the .us domain. Such cooperation shall include timely transfer to the successor registry of an electronic copy of the then-current top-level domain registration data and, to the extent such information is available, specification of the format of the data. Upon receipt of written acknowledgment by the successor registry that it has accepted full and complete responsibility for all tasks associated with administering the .us domain, the Department will concurrently relieve, release, and discharge NSI from any responsibility for administering the .us domain.

Nothing in this Amendment is intended to preclude NSI from seeking or obtaining the rights to function as the successor registry for the .us domain consistent with Federal acquisition law or regulations.

.edu Top Level Domain

Until such time as the Department designates a successor registry for the .edu top level domain, or November 10, 2001, whichever comes first, NSI shall continue to provide administrative services, including Registry and, as appropriate, Registrar services, for this domain. Such services shall be at no cost to the U.S. Government. Unless approved by the Department, registration policies in this domain shall remain unchanged.

Upon designation by the Department of a successor registry, or November 10, 2001, whichever comes first, NSI shall use commercially reasonable efforts to cooperate with the Department to facilitate the smooth transition of operation of the .edu domain. Such cooperation shall include timely transfer to the successor registry of an electronic copy of the then-current top-level domain registration data and, to the extent such information is available, specification of the format of the data. Upon receipt of written acknowledgment by the successor registry that it has accepted full and complete responsibility for all tasks associated with administering the .edu domain, the Department will concurrently relieve, release, and discharge NSI from any responsibility for administering the .edu domain.

Nothing in this Amendment is intended to preclude NSI from seeking or obtaining the rights to function as the successor registry for the .edu domain consistent with Federal acquisition law or regulations.

2. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.