



St Quentin en Yvelines,
October 26th, 2011

Rod A. Beckstrom
Internet Corporation for Assigned Names and Numbers
(ICANN)
Suite 330, 4676 Admiralty Way
Marina Del Rey, California 90292 USA

Dear Rod Beckstrom,

The Association Française pour le Nommage Internet en Coopération (AFNIC) is the manager of the country code top level domain *.fr* since its incorporation in 1997. According to the legal and regulatory framework in France, AFNIC was appointed on February 19th, 2010¹ as registry for the *.fr* TLD by the French Ministry in charge of electronic communications for a duration of 7 (seven) years.

AFNIC's responsibilities are described by the French legal framework, the contract² between AFNIC and the French Government and AFNIC 's bylaws³. According to this framework, AFNIC ensures security and stability of the *.fr* TLD. It sets up and runs a policy decision process for the *.fr* TLD in accordance with French laws, and through consultations with the local internet community.

This letter sets out AFNIC's understanding of what we have agreed to do in order to demonstrate our commitment to securing and enhancing the stability and interoperability of the Internet's DNS for our mutual benefit and for the benefit of the local and global internet community.

To this end we make the following commitments to you.

We shall use our best endeavours to:

- a) generate regular updates of the *.fr* zone data in compliance with relevant standards as set out in paragraph (b) and subject to and within the limits of relevant national law and national public policy;
- b) operate and maintain the authoritative name servers for *.fr* in a stable and secure manner, operate and ensure maintenance of the system enabling users to register domain names under the *.fr* TLD, in compliance with relevant standards as set out below, and subject to and within the limits of relevant national law and national public policy. Applicable relevant standards are standards track or best current practices RFCs sponsored by the IETF; and

¹<http://www.legifrance.gouv.fr/affichTexte.do;jsessionid=?cidTexte=JORFTEXT000021889423&dateTexte=&ldAction=rechJO&categorieLien=id>

²http://www.telecom.gouv.fr/fonds_documentaire/conventions/ConventionEtat-AFNIC.pdf

³<http://www.afnic.fr/data/divers/public/afnic-statuts-2008-06-19.pdf>

c) notify ICANN, through ICANN's designated point of contact of:

1. any change of the contact information of AFNIC's administrative or technical contact(s) and
2. any change to the administrative and/or technical contact details about *.fr* in the authoritative root database as soon as possible after the change becomes effective. The administrative contact for *.fr* must be directly associated with AFNIC and must reside in the territory of France during the entire period he or she is designated as such.

AFNIC believes it is important that the IANA function continues to be performed in an open, transparent manner and supports ICANN's continued provision of a secure, efficient, swift and reliable system.

AFNIC is committed to operate the *.fr* ccTLD in accordance with the principles and guidelines of the GAC for delegation and administration of ccTLDs.

AFNIC acknowledges that ICANN provides various services to ccTLD managers, which among others include the IANA function and ccNSO support.

AFNIC will contribute to ICANN's cost of operations on a purely voluntary basis in the amount of equivalent to 45 000 US\$ per annum, payable in Euros. We agree to review in good faith our voluntary contribution to you set out above with a view to agreeing to continued contributions to your cost of operations. The good faith review of the voluntary contribution will occur annually, and will conclude by 31 March of each year. We understand that this review will take into account all relevant circumstances.

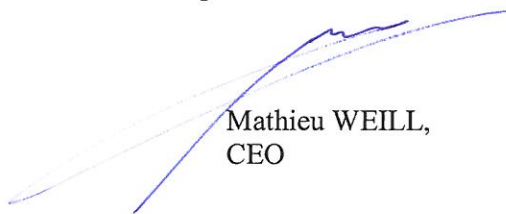
We agree that we may terminate our commitment to you by giving you notice in writing and if we do, we agree that our obligations to you under this letter shall cease. However we acknowledge that we are to continue to perform our duties to the extent it is within our powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

We agree that no breach of a commitment contained in this letter or performance or non performance under this letter shall give rise to any monetary liability by either one of us or the other.

This letter is made in French and English languages, and both language versions have equal force. Notices, designations, determinations, and specifications made under this letter shall be in the English language.

We look forward to a long and mutually beneficial relationship with ICANN.

Yours sincerely,



Mathieu WEILL,
CEO