

Agreement by and between the French State and AFNIC on the management of *.fr* Top Level Domain names

BY AND BETWEEN:

The French State, being duly represented by the Minister in charge of electronic communications, and for the purpose of signature of the present Agreement, by Ms. Fleur Pellerin, Junior Minister for SMEs, Innovation and the Digital Economy,

Hereinafter referred to as "the State"

On the one hand,

AND:

The French network information centre (AFNIC), an association governed by the provisions of the Law of 1 July 1901, registered with the Prefecture of Yvelines on 20 December 1997 under branch registration no. (SIRET) 414 757 567 00022, and activity code (APE) 6311Z, Intracommunity VAT number FR 72414757567, having its head office at Immeuble International – 2, rue Stephenson Montigny-le-Bretonneux, 78181 Saint-Quentin-en-Yvelines Cedex, being duly represented by Mr. Jean-Pierre Dardayrol, AFNIC Chairman of the Board,

Hereinafter referred to as the "Registry"

On the other hand,

Hereinafter collectively referred to as the "Parties",

THE "PARTIES" HEREBY AGREE AS FOLLOWS

Foreword

Article 19 of Law no. 2011-302 of 22 March 2011, which laid down various provisions adapting French legislation to that of the European Union in the field of health, labor and electronic communications, supplemented by Decree No. 2011-926 of 1 August 2011, introduced a new legal framework for Internet domains corresponding to the country in question.

These texts were codified in the French Electronic Communications and Telecommunications Act (hereinafter referred to as the "CPCE"), in articles L. 45 and R. 20-44-34 to R. 20-44-44. Article L. 45 of the CPCE provides that the Registry for the ".fr" internet domain corresponding to France be appointed by the Minister responsible for electronic communications, after public consultation.

AFNIC, an association governed by the law of July 1, 1901, was designated by the decree of 25 June 2012 appointing the registry responsible for allocating and managing domain names within TLDs of the addressing system by Internet domains corresponding to the ".fr" (hereinafter referred to as "the Decree").

1. DEFINITIONS

ANSSI: the acronym for the French National Agency for the Security of Information Systems (Agence Nationale de la Sécurité des Systèmes d'Information)

Database: the database includes all the information provided by the "WHOIS" database (domain name, details of the holder, administrative, and technical contacts and the technical data associated with the domain name) and the zone file (text file containing the information used to define the applications between the domain names, IP addresses, and other resources). This file format is defined in RFC 1035 and RFC 1034 Section 5 Section 3.6.1.

Profits: in the present Agreement, the profits are calculated as the difference between, on the one hand, the annual turnover and, on the other hand:

- the operating, financial and exceptional costs incurred over the same period in order to implement this Agreement;
- and the share corresponding to corporate tax.

The charges include in particular the amortization of the investments made to ensure security, improve the quality of service, carry out research and development activities and knowledge transfer, sharing expertise and promoting the ".fr" extension.

Turnover: total revenue from sales of ".fr" services received during the last financial year.

Tier-3 Data Center: a Tier-3 data center is a data center whose availability is guaranteed by multiple independent paths for power and cooling distribution requirements. It has redundant components and provides a minimum availability rate of 99.982% (definition: Uptime Institute).

DNSSEC: a standardized [protocol](#) whose specifications are published in [RFC 4033](#) et seq., in order to solve certain [security issues](#) related to the [DNS](#) protocol.

FSDI: the acronym for the Support Fund for the Development of the Internet as defined in Article 9 of this Agreement.

ICANN (Internet Corporation for Assigned Names and Numbers): a private organization governed by Californian law responsible for allocating Internet Protocol (IP) address space, assigning protocol identifiers, managing the Top Level Domain name system for generic codes (gTLD) and country codes (ccTLD) and assuming the management functions of the root server system.

Payroll: all the expenses related to the compensation, excluding finance costs, for personnel involved in carrying out the purposes of this Agreement.

WIPO: World Intellectual Property Organization.

Continuity plan: a plan defining the technical and organizational measures to be taken to ensure the continuity of Registry services in case of crisis.

Recovery plan: a plan defining the technical and organizational measures to be taken, in the event of a major or significant crisis affecting a data center, to rebuild the infrastructure and restart the applications.

Public policy: all the rules, rights and duties relating to the registration or use of a domain name.

Technical policy: a policy mainly concerning the relationship between the Registry and registrars, related for example to the implementation of technical developments or to the registration interface.

Data escrow provider: an independent third party responsible for keeping the data so that an organization designated by the State can restart the activity in the event of failure of the Registry.

Services of the “.fr” TLD: includes the creation, transfer, transmission, maintenance and restoration of domain names and any other new services that correspond to a transaction on a domain name with the “.fr” extension charged by the Registry.

RFC: Requests For Comments (RFC) are a numbered series of official documents developed by the Internet Engineering Task Force (IETF) describing the technical aspects of the Internet.

Information system: the organized set of resources (hardware, software, personnel, data and procedures) allowing information to be compiled, classified, processed and disseminated. The scope of the information system equally covers the database of the “.fr” Internet domain, the registration service, the database query service, and the domain name resolution service.

2. PURPOSE

The purpose of this Agreement is to define the respective roles, responsibilities and obligations of the Parties with respect to the management of the “.fr” Internet Top Level Domain.

This Agreement relates exclusively to domain names within the “.fr” internet domain.

This Agreement does not affect the legal and/or contractual situation lawfully acquired before its entry into effect.

3. TERM

This Agreement shall enter into effect on the date of entry into effect of the Decree.

This Agreement is entered into for the term of office during which the Registry manages the top-level domain addressing system of the Internet domains corresponding to the “.fr” extension as defined in the Decree.

4. QUALITY OF SERVICE

The Registry shall make every effort to ensure the best conditions of accessibility to the services it offers.

The Registry undertakes to report on the achievement of quality of service objectives in a monthly dashboard on its website. These objectives are described in Annex 1 of this Agreement.

The Registry undertakes to set up, within four months after signing this Agreement, an on-call duty service for its technical helpdesk, reachable twenty-four hours a day and seven days a week for all requests. The helpdesk can be contacted by telephone and email.

The Registry undertakes to establish an annual satisfaction survey carried out by a third party, on the quality of services to registrars. The findings of this survey will be sent to the Minister responsible for electronic communications in the annual report provided for in Article 13 of this Agreement and shall also be published on the website of the Registry.

5. SECURITY AND RESILIENCE OF SERVICES

The Registry defines and implements all the necessary hardware and software to ensure the highest level of security and reliability in the technical management of the “.fr” domain. It works with ANSSI, with particular respect to the implementation of security measures, audits and any action that that the Agency may impose upon it.

The modalities of cooperation with ANSSI are detailed in a security protocol (hereinafter referred to as “the Protocol”). The Protocol is confidential.

The Registry undertakes to adopt, within six months of its appointment, a five-year strategic plan designed to support the adoption of DNSSEC. The Registry undertakes to bring to the attention of the State, represented by the Minister responsible for electronic communications, the conditions of production and deployment of DNSSEC, which may be revised every three years.

The Registry has an initial Tier-3 data center located in the Paris region and a backup site. The Registry undertakes, as part of the enhancement of its business continuity plan, to transfer its second data center to a separate Tier-3 site, located more than 150 km from the first data center, within France, for a disaster recovery plan as of 31 March 2013. The Registry undertakes to conduct a full scale test of the failover to the second data center before 30 October 2013.

The Registry undertakes to establish and maintain a daily data escrow of the “.fr” internet domain with a Data escrow provider on French soil. The Registry will participate with the State in the development of a detailed transfer plan as referred to in Article 16 of this Agreement.

The Registry undertakes to carry out an annual safety audit of its entire information system. The Registry undertakes to obtain ISO 27001 certification by June 2014 as part of the implementation of its information security management system.

The Registry undertakes to invest an equivalent amount to at least eight percent of its turnover in the acquisition of hardware and software designed to enhance the security and stability of the “.fr” top-level domain.

6. ACTIONS TO DEVELOP THE ".FR" TOP-LEVEL DOMAIN

The Registry undertakes to submit to the Minister a validation plan for the development of the “.fr” Internet domain no later than six months after signing this Agreement. This 5-year plan will, among other things, specify the arrangements for achieving a growth of 10% per year in the number of registrations of domain names with the “.fr” extension, and enhance the reputation and image of the “.fr” TLD.

The Registry undertakes to invest 10% of its turnover in promoting the “.fr” top-level domain.

The Registry undertakes to indicate, within the framework of its annual report, the ratio between the amount in Euros spent on the promotion of the “.fr” top-level domain and growth in registrations over the same period.

The Registry undertakes to authorize, before the end of 2013, the possibility to register domain names with the “.fr” extension for several years, and to register domain names consisting of one or two characters.

7. REMUNERATION AND RATES

The Registry is paid for the “.fr” services as defined in section 1 "Definitions" of this Agreement.

The Registry undertakes to ensure that the pricing of “.fr” services are transparent, non-discriminatory and cost-oriented.

The Registry undertakes to apply no increase in its rates without the explicit consent of the Minister responsible for electronic communications.

The Registry undertakes to decrease its prices by at least 5% at the latest 24 months after signing this Agreement.

8. TRANSPARENCY, CONSULTATION PROCEDURES AND PRINCIPLES OF GENERAL INTEREST

The Registry undertakes to carry out an annual inspection of the data provided by the holders on a sample of 25,000 holders of domain names. It agrees to submit an annual report on these control operations to the State.

The Registry undertakes to implement a Registry Lock service for transactions liable to affect the use of a sensitive or high added-value domain name without the knowledge of its holder.

The Registry undertakes to set up remote participation methods for its consultative bodies. The Registry undertakes to make public the minutes and records of the meetings of its Board of directors. The Registry undertakes to set up a platform for information and discussion by and between French Internet stakeholders.

The Registry undertakes to meet once a year the administrative authorities listed in Annex 2 to this Agreement in order to identify areas for improvement and ways of cooperation.

The Registry undertakes to provide the State with the minutes of all the international meetings (including ICANN, IETF, Centr, DNS OARC) in which it takes part.

The Registry undertakes to allocate at least 10% of its turnover to R&D operations as well as operations designed to share expertise at the national level, to the exclusion of any operation related to the Support Fund for the Development of the Internet.

The Registry undertakes to develop an "Environment and Sustainable Development" plan, including carbon footprints at least once every 3 years.

9. ESTABLISHMENT OF A FUND TO SUPPORT THE DEVELOPMENT OF THE INTERNET

The Registry undertakes to create a fund to support the development of the Internet (FSDI), the purpose of which is to support research in this field. The scope of action of the FSDI, its composition and the operating procedures of the bodies in charge of appraising and allocating funding, are subject to the approval of the Minister responsible for electronic communications.

The Registry undertakes to transfer all of its Profits each year to the FSDI after the constitution of the precautionary reserve.

The Registry undertakes to provide, within the framework of its annual report to the Minister responsible for electronic communications, a report on the operations financed by the FSDI.

10. DISPUTE RESOLUTION PROCEDURE

As part of the use of the dispute resolution procedure provided for in Article L.45-6 of the CPCE administered by AFNIC, the Registry undertakes to reimburse the complainant the lump sum of 150 euros if the decision is favorable to the latter.

The Registry undertakes, as part of the use of the same procedure, not to charge for the services of the State listed in Annex 2 to this Agreement.

The Registry undertakes, in addition to the procedure described above, to set up a dispute resolution procedure before September 30, 2013, providing for the involvement of third parties and meeting the requirements of Article L .45-6 of the CPCE, in partnership with WIPO.

The Registry undertakes to inform potential claimants via its website of the various procedures for resolving disputes, the relationship between them and the various means of redress available.

11. HUMAN RESOURCES AND FINANCIAL MANAGEMENT

The Registry undertakes for the duration of this Agreement to maintain and develop within its teams the skills required to perform the duties of the Registry, in accordance with the international state of the art and the changes in technological standards.

As such, the Registry will implement a training policy for its staff and spend an amount equal to at least 3% of its Payroll for that purpose.

The Registry undertakes to keep the majority of its staff involved in the performance of the agreement on French territory throughout the term of the Agreement.

Without prejudice to the specific provisions of the Protocol, in the event of any agreement or outsourcing involving a sum equal to or greater than EUR 500,000, the Registry undertakes to notify the State within 30 days of the signature of the aforementioned agreement. The Registry remains in any event solely responsible for the fulfillment of the obligations entrusted to a subcontractor.

The Registry undertakes to maintain a low-risk cash management policy and guarantee its capital. The Registry undertakes to constitute a precautionary reserve and allocate 10% of the analytical statement of income before allocation to the FSDI. The Registry undertakes to hold at all times during the duration of its appointment by a general "civil action and/or professional liability" insurance policy with coverage of at least five million euros.

12. INTELLECTUAL PROPERTY

The Registry undertakes to publish the "Whois" data it collects pursuant to Article L.45-5 of the CPCE in automated formats and as part of Open Licenses.

The Registry is the sole holder of all the items of intellectual property rights created pursuant to this Agreement or acquired prior to its entry into effect (brands, logos, designs and templates, intellectual creation, domain names, patents, software, and databases except for the database referred to in Article L.45-5 of the CPCE).

The Registry freely disposes of all of its intellectual property rights. It defines as and when necessary the conditions for the use by others of its rights on these items.

13. ACCOUNTING, ANNUAL REPORT AND MANAGEMENT AUDIT

Using a cost accounting system, the Registry shall report on the revenues, expenses and investments required by or resulting from the performance of this Agreement between January 1 and December 31 of each year.

The Registry keeps available for the State, if the latter so requests, the methodological notes on the establishment of the analytical accounts.

The cost accounting system must be used to establish an accounting separation for the revenues and expenses relating to the activities of the “.fr” top-level domain.

Before June 30 of each year, the Registry sends to the Minister responsible for electronic communications a report on the activities of the previous year. The report notes the events having occurred and the important tasks accomplished during the period, including policies of general interest and amendments thereto, the situation in technical terms, as the well as the achievements made and difficulties encountered.

The report also contains statistical data related to the operation of the “.fr” TLD, including, among others, the following:

- for each type of service, the number of transactions in the period, the number of new domain names registered, transferred or removed from the “.fr” TLD (including the cumulative number of registrations for the period);
- the number of registrars that register domain names in the “.fr” TLD;
- the number of domain names subject to litigation;
- the review of the results of annual tests and audits as part of the service continuity plan.
- the ratio between the amount in euros dedicated to the promotion of the “.fr” Internet domain and growth in registrations over the same period;
- the results of the annual satisfaction survey carried out by a third party, on the quality of services rendered to registrars;
- a report on the operations financed as part of the FSDI.

During the term of this Agreement the State may, at its own expense, have audits carried out by internal or external auditors in order to verify the compliance by the Registry with this

Agreement. The State shall ensure that these audits do not result in any interruption in the services rendered by the Registry.

These audits may be initiated at any time by the Minister responsible for electronic communications, it being specified that the Registry must be notified of same at least fifteen (15) days prior to their implementation.

As part of these audits, the Registry is required to respond to written requests from the Minister responsible for electronic communications within the lead-times and in accordance with the terms and conditions as provided for in Article 18 hereinafter entitled, "Communications between the Parties."

14. ASSIGNMENT

The rights and obligations stipulated in and stemming from this Agreement are granted to the Registry on a strictly personal basis.

The Registry may not assign or transfer this Agreement, whether in whole or in part, without the consent of the State.

The Registry undertakes to keep its head office on French territory.

15. TERMINATION – EXPIRY OF AGREEMENT

The Minister responsible for electronic communications may withdraw the designation of the Registry in accordance with Article R. 20-44-38 of the CPCE. This withdrawal incurs the termination *ipso jure* of the Agreement.

The revocation or cancellation of the Decree, for whatever reason, results in the immediate termination of this Agreement.

16. TRANSITION IN CASE OF TERMINATION OR EXPIRY OF THE AGREEMENT

Should this Agreement be terminated in accordance with the above provisions, the State and the outgoing Registry shall take all the necessary steps to transfer the administrative and operational responsibility for the “.fr” TLD to the party designated by the State.

Upon receipt of the final decision of non-renewal of the appointment and of the name of the newly designated registry, the outgoing Registry shall remain at the disposal of the newly appointed Registry in order to define the transfer plan under the latter’s responsibility.

Throughout the duration of the transition process, the outgoing Registry shall continue to receive the compensation provided for under Article 7 of this Agreement entitled "Compensation and prices."

The obligations of the outgoing Registry in the transition process are as follows:

- to manage the daily tasks defined by the CPCE;
- to make available to the newly appointed registry the list of “.fr” registrars and the associated contact information;
- to make available all data on “.fr” domain names, their holders and contacts, on the associated DNS registrations, on the associated registrars and their validity dates;
- to avoid any interruption of service and continue to update the information transmitted to the Data escrow provider until the transfer of the “.fr” TLD has been completed;
- To organize the transition to the newly appointed registry of all of its service contracts related to the “.fr” TLD;
- to facilitate the transition to the newly designated registry.

If the transfer is the result of an early termination of this Agreement, further to a breach of contract by the Registry, the transfer costs shall be borne by the Registry. In all other cases, the transfer costs are borne by the State or by the newly designated registry.

17. CHANGES

The provisions of this Agreement and its annexes may be amended or supplemented only by endorsement initialed on each page and signed by each party or an authorized representative thereof.

18. COMMUNICATION BETWEEN THE PARTIES

All communications provided for under this Agreement shall be sent by electronic mail and by registered letter with acknowledgment of receipt to the following addresses:

- for the Minister for Electronic Communications: Le chef du service des technologies de l'information et de la communication, DGCIS, 67 rue Barbès - 94201 Ivry sur Seine
- for the Registry: AFNIC, Direction Générale, 2 rue Stephenson, 78181 St Quentin en Yvelines.

Each Party shall have a period of one (1) month in which to respond to communications from the other Party, unless otherwise specifically provided for in this Agreement.

19. JURISDICTION

This Agreement is governed by French law, with respect to both its form and substance.

The administrative courts shall have exclusive jurisdiction to hear disputes between the State, on the one hand and the Registry, on the other hand, as regards the validity, application and interpretation of this Agreement.

DRAWN UP THIS DAY IN PARIS IN TWO ORIGINAL COPIES

AFNIC

Name: Mr. Jean-Pierre Dardayrol

Quality Chairman of the Board

Date

Signature

The Junior Minister for SMEs, Innovation and the Digital Economy

Name: Ms. Fleur Pellerin

Date

Signature

Annex 1

Service quality objectives of the Registry

The performance characteristics described below (with the exception of the DNS resolution service) do not include scheduled maintenance periods having an impact on production.

The technical details of measurement and sampling will be published by the Registry on its website.

DNS SERVICE

- Performance and availability of resolving “.fr” domain names
 - o The DNS resolution service on TCP must be performed within 1500 ms in at least 95% of the requests.
 - o The DNS resolution service on UDP must be performed within 250 ms in at least 95% of the requests.
 - o The time for updating the DNS servers must be 60 minutes in 95% of the probes.

REGISTRATION SERVICE

- Processing of domain name creation transactions within less than 3 seconds (from receipt of the request by the Registrar to acknowledgment of the receipt, indicating that the creation is visible in the Whois database).
- For the other registration processes:
 - o Processing files with authorization: processed in two working days in 90% of the cases (the remainder of the cases requiring additional appraisal).
- Lead-time for the publication of new registrations
 - o Frequency of updating the zone file every 10 minutes, 24/7.
- Whois access service: answers to queries received (on "port 43") in under 500 ms
 - o Similar level of service for the availability checking service for a domain name available to registrars.

CUSTOMER SERVICE

- Availability of helpdesk 24/7.
- Phone calls
 - o Calls managed without any surcharge,
 - o Calls from registration offices treated in under 3 minutes in 90% of the cases
 - o On option "be called back by our service."
- Email
 - o Support for 100% of requests within 3 days
 - o Replies qualified within 48 working hours for 90% of the requests (the remaining requests requiring input by Registry experts).
- Lead-time for technical operations

- Announcement of maintenance operations on its technical infrastructure ten (10) days before the operation.

Information for registrars and the public is provided on the website www.afnic.fr/operations within one (1) hour in the case of an incident disrupting the quality of service.

Annex 2

The list of services of the State referred to in Articles 8 and 10 of this Agreement consists of:

- The General Directorate for Consumer Affairs, Competition and the Repression of Fraud, and its decentralized services;
- The General Directorate for Customs and Excise and its decentralized services;
- The General Directorate for Public Finance and its decentralized services;
- The Central Office for the Fight against Crime Related to Information Technology and Communication (OCLCTIC);
- The Government Information Service.