

Amendment to Registry Agreements

THIS AMENDMENT (“Amendment”), effective as of _____ (“Amendment Effective Date”), is made by and between the Internet Corporation for Assigned Names and Numbers (“ICANN”) and ZA Central Registry NPC trading as ZA Central Registry, and shall amend the Registry Agreement for certain top-level domains (“TLDs”) in the manner as further detailed and described herein.

WHEREAS, ZA Central Registry NPC trading as ZA Central Registry is the Registry Operator of those TLDs identified in Appendix I to this Amendment, which is attached hereto and incorporated herein, and represents it has proper authority to execute this Amendment for the purposes intended; and

WHEREAS, in the interest of the mutual of convenience of the parties, in lieu of executing an individual amendment to the Registry Agreement for each individual TLD, the parties hereby desire to execute this Amendment, which shall authorize amendment to those Registry Agreements identified in Appendix I in the form and manner as set forth in Appendix II to this Amendment, also attached hereto and incorporated herein.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following:

1. The Registry Agreement for those TLDs identified in Appendix I shall be amended in the manner set forth in Appendix II.
2. On the registry page for each individual TLD, the form of Amendment set forth in Appendix II shall be completed with the applicable information (e.g., Registry Operator Name, Registry Agreement Effective Date, TLD) and shall be posted in such form.
3. That, notwithstanding the lack of signature to any individual amendment to Registry Agreement for each TLD, the signature of the parties on this Amendment below shall bind the parties to the terms of amendment set forth in Appendix II for each Registry Agreement listed in Appendix I.

The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of the Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in the Agreement.

ACCEPTED AND AGREED:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

ZA CENTRAL REGISTRY NPC TRADING AS ZA CENTRAL REGISTRY

By: _____
Mokgabudi Lucky Masilela
Chief Executive Officer

APPENDIX I

List of Registry Agreements to be Amended

TLD	Registry Agreement Effective Date
.capetown	24 March 2014
.durban	24 March 2014
.joburg	24 March 2014

APPENDIX II
Form of Amendment

Amendment to Registry Agreement

The Internet Corporation for Assigned Names and Numbers and ZA Central Registry NPC trading as ZA Central Registry agree, effective as of _____ (“Amendment No. 2 Effective Date”), that the modification set forth in this amendment No. 2 (the “Amendment”) is made to the <INSERT RA EFFECTIVE DATE> .<Insert TLD> Registry Agreement between the parties, as amended (“Agreement”).

The parties hereby agree to amend Exhibit A by adding after the last section thereof entitled “4. Additional data fields for reseller contact data” the following new text as a new Section 5:

[START NEW TEXT]

5. Bulk Transfer After Partial Portfolio Acquisition

Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) is a registry service available to consenting registrars in the circumstance where one ICANN-accredited registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's domain name portfolio in the TLD.

At least fifteen days before completing a BTAPPA, the losing registrar must provide to all domain name registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship. The notice must include an explanation of how the Whois record will change after the bulk transfer occurs, and customer support and technical contact information of the gaining registrar.

If a domain is transferred under the BTAPPA service during any applicable registry grace period, there is no credit. The expiration dates of transferred registrations are not affected.

Domain names in the following statuses at the time of the Transfer Request will not be transferred in a BTAPPA: "pendingTransfer", "Redemption Grace Period (RGP)", or "pendingDelete". Domain names that are within the auto-renew grace period window are subject to bulk transfer, but Registry Operator may decline to provide a credit for those names deleted after the bulk transfer, but prior to the expiration of the auto-renew grace period window.

Registry Operator has discretion to reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Registry Operator or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.

[END NEW TEXT]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of the Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in the Agreement.

ACCEPTED AND AGREED:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

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