

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Scheper

ROME & ASSOCIATES, A.P.C.

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Attorneys for PLAINTIFF
TINA DAM, individually and derivatively on
behalf of MYTLD LIMITED and DOTMUSIC
LIMITED

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

TINA DAM, individually and derivatively on
behalf of MYTLD LIMITED, a company
organized under the laws of the Republic of
Cyprus, and DOTMUSIC LIMITED, a
company organized under the laws of the
Republic of Cyprus,

Plaintiff,

v.

CONSTANTINE ROUSSOS, an individual;
CGR COMMERCE LIMITED, a company
organized under the laws of the Republic of
Cyprus; DOES 1 through 200, inclusive

Defendants,

- and -

MYTLD LIMITED, a company organized
under the laws of the Republic of Cyprus; and
DOTMUSIC LIMITED, a company organized

Case No. **19STCV24271**

COMPLAINT FOR:

- (1) BREACH OF FIDUCIARY DUTY**
- (2) BREACH OF FIDUCIARY DUTY**
- (3) ABUSE OF CONTROL**
- (4) ABUSE OF CONTROL**
- (5) CORPORATE WASTE**
- (6) CORPORATE WASTE**
- (7) UNJUST ENRICHMENT**
- (8) UNJUST ENRICHMENT**
- (9) CONSTRUCTIVE TRUST**
- (10) CONSTRUCTIVE TRUST**
- (11) AVOIDANCE OF FRAUDULENT
TRANSFER**
- (12) AVOIDANCE OF FRAUDULENT
TRANSFER**
- (13) APPOINTMENT OF RECEIVER**

1 under the laws of the Republic of Cyprus,
2 Nominal Defendants.

(14) APPOINTMENT OF RECEIVER
(15) QUANTUM MERUIT

DEMAND FOR JURY TRIAL

3
4
5 Plaintiff TINA DAM, individually and derivatively on behalf of MYTLD LIMITED and
6 DOTMUSIC LIMITED, alleges against Defendants CONSTANTINE ROUSSOS, CGR
7 COMMERCE LIMITED and DOES 1 through 200 (collectively "DEFENDANTS") and Nominal
8 Defendants MYTLD LIMITED and DOTMUSIC LIMITED (collectively the "COMPANIES") as
9 follows:

10 **PARTIES**

11 1. Plaintiff TINA DAM ("DAM") is, and at all times relevant herein was, an individual
12 residing in Los Angeles County, California, and is a 50% shareholder of MYTLD LIMITED, and
13 holds a 7.5% equity interest in DOTMUSIC LIMITED.

14 2. Defendant CONSTANTINE ROUSSOS ("ROUSSOS") is, and at all times relevant
15 herein was, an individual residing in Los Angeles County, California, is the managing director of
16 MYTLD LIMITED, and is the managing director and majority shareholder of DOTMUSIC
17 LIMITED. ROUSSOS is also the managing director and controlling shareholder of CGR E-
18 COMMERCE LIMITED.

19 3. Defendant CGR E-COMMERCE LIMITED ("CGR") is, and at all times relevant
20 herein was, a limited company organized under the laws of the Republic of Cyprus.

21 4. Nominal Defendant MYTLD LIMITED ("MYTLD") is, and at all times relevant
22 herein was, a limited company organized under the laws of the Republic of Cyprus.

23 5. Nominal Defendant DOTMUSIC LIMITED ("DOTMUSIC") is, and at all times
24 relevant herein was, a limited company organized under the laws of the Republic of Cyprus.

25 6. The true names and capacities, whether individual, plural, corporate, partnership,
26 association, or otherwise, of DOES 1 through 200, inclusive, are unknown to DAM who therefore
27 sues said defendants by such fictitious names. The full extent of the facts linking such fictitiously

1 sued defendants is unknown to DAM. Each of the defendants designated herein as a DOE was, and
2 is, negligent, or in some other actionable manner, responsible for the events and happenings
3 hereinafter referred to, and thereby negligently, or in some other actionable manner, legally and
4 proximately caused the hereinafter described injuries and damages to DAM. DAM will hereafter
5 seek leave of the Court to amend this Complaint to show the DOE defendants' true names and
6 capacities after the same have been ascertained.

7 7. DEFENDANTS, including DOES 1 through 100, inclusive, were agents, servants,
8 employees, co-conspirators, aiders and abettors, successors in interest, and/or joint venturers of their
9 co-defendants, and were, as such, acting within the course, scope, and authority of said agency,
10 employment and/or venture, and each and every such defendant, as aforesaid, when acting as a
11 principal, was negligent in the selection of each and every other defendant as an agent, servant,
12 employee, successor in interest, and/or joint venturer. Each of the defendants designated herein as
13 DOE aided and abetted, conspired with, and/or took part in and participated with each Defendant in
14 all matters referred to herein, and was in some manner responsible for the injuries and losses suffered
15 by DAM.

16 8. Defendants, including DOES 101 through 200 are individuals and companies who
17 have come into possession of any rights, assets, title, ownership, assignment rights, equity rights or
18 any other rights to the assets and property of MYTLD and/or DOTMUSIC which were transferred
19 to them without DAM's approval and/or in derogation of DAM's rights.

20 **VENUE AND JURISDICTION**

21 9. Venue is proper in Los Angeles County pursuant to California Code of Civil
22 Procedure sections 395 and 410.10 because ROUSSOS is a California resident based in Los Angeles
23 County, who entered into the underlying transactions in Los Angeles County, and who engaged in
24 the conduct resulting in the damage to DAM in Los Angeles County. Furthermore, the MYTLD
25 Agreement that is the subject of this dispute expressly provides for exclusive venue and jurisdiction
26 in Los Angeles County, California.

27 10. This Court has jurisdiction over the subject matter of this lawsuit because the amount
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1 in controversy, exclusive of interest and costs, exceeds the \$25,000 minimum jurisdictional limit of
2 the Court.

3 **GENERAL ALLEGATIONS**

4 **OVERVIEW OF THE DOMAIN NAME SYSTEM**

5 **AND TOP LEVEL DOMAINS**

6 11. The letters at the end of a website address are known as its “Top Level Domain” or
7 TLD. TLDs form part of the domain name system. The TLD typically identifies something about
8 the associated domain or website, such as the geographical area where it originates, or its nature or
9 purpose (e.g. AU for Australia, .EDU for educational, and .COM for commercial sites). For
10 example, .ORG is the TLD for the domain name www.lacourt.org. Any TLD that does not represent
11 a country or a territory is known as a generic TLD, or gTLD. Among the thousands of TLDs
12 available today, .COM remains the most common TLD. All TLDs come with set guidelines, but the
13 majority of TLDs are available to anyone who wants to register them. Such TLDs are known as
14 open TLDs, referring to Top-Level Domain names open to the general public for registration.

15 12. Open TLDs are to be distinguished from “Community TLDs”, which are a regulated
16 type of generic TLD made possible through ICANN’s New gTLD Program (discussed below) that
17 is intended for community groups that are interested in operating their own TLD registry. A
18 “community” may include an economic sector, a cultural community, or a linguistic community,
19 and registration of a domain name on a Community TLD is available only to members of the relevant
20 community.

21 13. Several organizations are responsible for managing most Top-Level Domains. The
22 Internet Corporation for Assigned Names and Numbers (“ICANN”) is a non-profit organization that
23 delegates responsibility for the global coordination of domain names. It promotes competition and
24 develops policy on the Internet’s unique identifiers. Through its coordination role of the Internet’s
25 naming system, ICANN has an important impact on the expansion and evolution of the Internet.
26 ICANN also plays a unique role in the infrastructure of the Internet. Through its contracts with
27 registries (such as Verisign, the company that manages .COM and .NET, combined over 150 million

1 domain registrations) and registrars (companies that sell domain names to individuals and
2 organizations), ICANN helps define how the domain name system functions and expands.

3 14. The commercialization of the Internet in the mid 1990s opened up the Internet for
4 business and organizations. Eight gTLDs predated ICANN's creation: .COM, .EDU, .GOV, .INT,
5 .MIL, .NET, .ORG and .ARPA. ICANN then carried out application rounds for new gTLDs in 2000
6 (.AERO, .BIZ, .COOP, .INFO, .MUSEUM, .NAME, and .PRO); and in 2003 (.ASIA, .CAT, .JOBS,
7 .MOBI, .TEL and .TRAVEL). Thus, by 2004, there were a total of 22 TLDs in existence.

8 **THE NEW GTLD PROGRAM**

9 15. In 2005, ICANN's Generic Names Supporting Organization (GNSO) began a policy
10 development process to consider the introduction of additional new gTLDs based on the results of
11 the trial rounds conducted in 2000 and 2003. The two-year policy development process, which
12 concluded in 2007, included detailed and lengthy consultations with the many constituencies of
13 ICANN's global Internet community, including governments, civil society, business and intellectual
14 property stakeholders, and technologists.

15 16. In 2008, the ICANN Board adopted 19 specific GNSO policy recommendations for
16 implementing new gTLDs, with certain allocation criteria and contractual conditions. After approval
17 of the policy, ICANN undertook a gradual implementation process to address stakeholder concerns,
18 such as the protection of intellectual property and community interests, consumer protection, and
19 DNS stability. This work included public consultations, review, and input to multiple draft versions
20 of the New gTLD Applicant Guidebook.

21 17. ICANN sought to ensure that new gTLDs would be awarded in a fair and transparent
22 process to organizations that can effectively manage them on behalf of Internet users. ICANN also
23 sought to introduce Internationalized Domain Names (IDN) enabling new extensions in different
24 scripts such as Arabic, Chinese, Greek, Hindu and more. ICANN designed the process so that any
25 public or private organization from any part of the world could apply to create and operate a new
26 gTLD, subject to the Applicant's ability to demonstrate the operational, technical and financial
27 capability to run a registry and comply with additional specific requirements.

18. In June 2011, the ICANN Board authorized the launch of their New gTLD Program, which is an initiative coordinated by ICANN to enable expansion of the domain name system and enhance innovation, competition and consumer choice. The application window opened on January 12, 2012. ICANN received 1,930 applications for new gTLDs. On December 17, 2012, ICANN held a prioritization draw to determine the order in which applications would be processed during Initial Evaluation and subsequent phases of the program. These applications were processed by ICANN staff, and evaluated by expert independent third-party evaluators, according to priority numbers.

19. On March 22, 2013, ICANN released the first set of Initial Evaluation results to applicants and the public. In October 2013, the first new gTLDs were delegated. In January of 2014, the first new gTLDs became available for registration. Since then, more than 1,200 new gTLDs have been delegated covering all areas from clubs and hobbies to industry, science and technology, and geographic locations.

DAM AND ROUSSOS

20. From in or around May 2003 to December 2010, DAM worked for ICANN in various capacities, primarily as the Chief gTLD Registry Liaison Officer, and as the Senior Director of Internationalized Domain Names (IDN). DAM's responsibilities were very broad-reaching across technical and policy matters, and included for example: developing the registry department from bottom up, documenting ICANN early business processes, staff hiring and training, management and implementation of ICANN policies from start to finish.

21. Prior to working for ICANN, DAM was a Cofounder and Director for the European Domain Registry in Luxembourg, a company organized to bid for and manage the .EU TLD; a freelance consultant working for various companies in the domain industry, focusing primarily on TLD launches for registrars; and also worked for Ascio Technologies in Denmark, where she was responsible for end to end launch and operation of all the then new gTLDs, such as .BIZ, .NAME, and .INFO, along with product management for all existing TLDs, including .COM and .NET.

22. DAM and ROUSSOS met at an ICANN meeting in Cairo, Egypt in November 2008.

1 They began discussing business opportunities associated with the nascent New gTLD Program and
2 ways to capitalize on ROUSSOS' business plans, and DAM's expertise with respect to TLD
3 development and DAM's industry contacts.

4 23. DAM and ROUSSOS identified a group of 18 new gTLDs they believed could
5 generate investor interest and become immensely valuable over time, and decided to focus their
6 joint efforts on the new gTLD application process with respect to those TLDs.

7 24. Of the 18 gTLDs they identified, .MUSIC was the crown jewel of the collection
8 because, aside from the domain registrations, DAM and ROUSSOS planned to build an entire music
9 ecosystem around .MUSIC which they hoped would lead to a complete restructuring of how music
10 is managed online.

11 25. In or around December 2010, DAM quit her job at ICANN to partner with
12 ROUSSOS on the .MUSIC initiative. Over the course of the next several years, DAM devoted an
13 enormous amount of time, effort and resources to the .MUSIC initiative, including but not limited
14 to drafting policy documents for .MUSIC and Music Community Member Organization
15 participation in .MUSIC; overseeing the preparation of, reviewing, revising and finalizing the
16 technical, community and policy portions of the DOTMUSIC new gTLD application for .MUSIC
17 (the "DOTMUSIC Application") for submission to ICANN, which ultimately prevailed over all
18 other .MUSIC applications; structuring and building reconsideration requests to ICANN through
19 the Community Priority Evaluation ("CPE") and Documentary Information Disclosure Policy
20 ("DIDP") processes; and communicating, negotiating and meeting with potential supporters,
21 investors, service providers and ICANN in furtherance of the .MUSIC initiative, all of which
22 included traveling on her own dime.

23 26. DAM's expertise was key in ensuring that each of these documents aligned with
24 ICANN requirements and DNS technical capabilities and requirements. DAM also played a key role
25 in planning and managing the timeline for the preparation of these documents, and coordinating
26 between the various entities involved to ensure their timely completion.

27 27. In recognition of DAM's important contributions to the .MUSIC initiative and the
28

1 other new gTLD projects they had planned, ROUSSOS and DAM decided to formalize their
2 partnership in writing.

3 MYTLD CORPORATE DOCUMENTS

4 28. The Certified Records of the Ministry of Commerce, Industry and Tourism,
5 Department of Registrar of Companies and Official Receiver in, Nicosia, Republic of Cyprus, reflect
6 that (1) G. ROUSSOS LEISURESPOTS LIMITED was incorporated as a limited liability company
7 under the laws of the Republic of Cyprus on or about April 18, 1980; (2) G. ROUSSOS
8 LEISURESPOTS LIMITED changed its name to MYTLD LIMITED by special resolution on or
9 about October 20, 2011; (3) as of December 14, 2011, MYTLD LIMITED had a total of two
10 shareholders, CGR and DAM, each with 250 ordinary shares; and (4) as of December 14, 2011,
11 ROUSSOS was the Director, and Demetra Pavlou was the Secretary, of MYTLD. True and correct
12 copies of these documents are attached hereto as **Exhibit A** and incorporated herein by this reference
13 as though set forth in full.

14 THE APRIL 16, 2012 AGREEMENT BETWEEN CGR, MYTLD AND DAM

15 29. On or about April 16, 2012, CGR, represented by ROUSSOS as its managing
16 director, and MYTLD, represented by DAM as its managing director, and DAM individually,
17 entered into a written agreement (the "MYTLD Agreement"). A true and correct copy of the
18 MYTLD Agreement is attached hereto as **Exhibit B** and incorporated herein by this reference as
19 though set forth in full.

20 30. As set forth in the recitals of the MYTLD Agreement, CGR is the shareholder of 17
21 companies registered in the Republic of Cyprus: DOTHOT LTD; DOTFASHION LTD;
22 DOTHOME LTD; DOTSTORE LTD; DOTLAWYER LTD; DOTDOCTOR LTD; DOTAPP LTD;
23 DOTMOVIE LTD; DOTFILM LTD; DOTONLINE LTD; DOTARTIST LTD; DOTSONG LTD;
24 DOTTUNES LTD; DOTVIDEO LTD; and DOTBLOG LTD (collectively the "17-TLD Portfolio").
25 CGR is also the shareholder of nominal defendant DOTMUSIC.

26 31. Pursuant to section D1 of the MYTLD Agreement, CGR agreed that: "For a timely,
27 fully-executed and submitted DOTMUSIC gTLD application in relation to ICANN's new gTLD

1 Program, MYTLD receives 15% of the share capital of DOTMUSIC.”

2 32. Pursuant to Section D2 of the MYTLD Agreement, CGR agreed that: “For timely,
3 fully-executed and submitted applications for the entire 17-TLD Portfolio that is collectively
4 acquired by investor(s) or any combination of 7 (seven) or more gTLDs related to the 17-TLD
5 Portfolio that are collectively acquired by investor(s), MYTLD receives 15% of their shared
6 capital.”

7 33. Pursuant to Section E1 of the MYTLD Agreement, MYTLD and DAM agreed that:
8 “If individual Applicants choose to select MYTLD to write, fully execute and submit one single
9 gTLD application relating to one of the companies in the 17-TLD Portfolio for the agreed-upon
10 MYTLD service fee of \$100,000 USD, then CGR receives 75% of the fee until a cumulative balance
11 of \$291,000 is met and DAM receives 25% of the fee. Once the balance is met MYTLD will receive
12 100% of the total fee. If any other fee agreement is made with client then CGR receives 75% of the
13 fee until a cumulative balance of \$291,000 is met and DAM receives 25% of the fee. Once the
14 balance is met MYTLD will receive 100% of the fee.”

15 34. Pursuant to Section E2 of the MYTLD Agreement, MYTLD and DAM agreed that:
16 “If individual Applicants choose to select CGR to sell them one single TAS Account that includes
17 one of the newly-formed companies in the 17-TLD Portfolio for the agreed-upon fee of \$50,000
18 USD, then CGR receives 90% of the fee until a cumulative balance of \$291,000 is met and DAM
19 receives 10% of the fee. Once the balance is met, MYTLD receives 100% of the total fee. If any
20 other fee agreement is made with client then CGR receives 90% of the fee until a cumulative balance
21 of \$291,000 is met and DAM receives 10% of the fee. Once the balance is met MYTLD will receive
22 100% of the total fee.”

23 35. Pursuant to Section E3 of the MYTLD Agreement, MYTLD and DAM agreed that:
24 “Both scenarios (1) and (2) and their corresponding fees mentioned in E will count towards the
25 cumulative balance of \$291,000 and will not be mutually exclusive.”

26 36. Pursuant to Section F of the MYTLD Agreement, the parties agreed that: “The
27 Agreement shall be governed and construed in accordance with the laws of the United States” and
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1 that "jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be
2 proper only in court located in the state of California and the county of Los Angeles."

3 **THE JULY 24, 2012 AGREEMENT BETWEEN CGR AND TUDORT**

4 37. On or about July 24, 2012, CGR entered into a written agreement with Tudor T &
5 Credit Union Societe ("Tudor T") (the "DOTMUSIC Investor Agreement"), a true and correct copy
6 of which is attached hereto as **Exhibit C** and incorporated herein by this reference as though set
7 forth in full. As that agreement recites, CGR is the shareholder of DOTMUSIC. In relevant part,
8 CGR agreed to sell 10% equity shares of DOTMUSIC to Tudor T for \$5 million (i.e. estimated
9 value of \$50 million). The basis for this valuation is detailed in a July 26, 2012 letter from
10 ROUSSOS to Tudor T projecting \$50 million in Year 1 profits for DOTMUSIC (the "DOTMUSIC
11 Projections Letter"), a true and correct copy of which is attached hereto as **Exhibit D** and
12 incorporated herein by this reference as though set forth in full.

13 38. The DOTMUSIC Investor Agreement (drafted by ROUSSOS) is separately notable
14 because it also provides for payment of \$400,000 to DAM as compensation/salary for one year of
15 work on the DOTMUSIC, DOTSONG and DOTONLINE projects, thereby evidencing ROUSSOS'
16 belief in the value of DAM's services and expertise.

17 **THE DOTMUSIC APPLICATION**

18 39. DOTMUSIC submitted the timely, fully executed DOTMUSIC Application into the
19 ICANN TLD Application System ("TAS") in May 2012, which received prioritization number 448
20 (out of the 1930 new gTLD applications submitted into TAS). A true and correct copy of the
21 DOTMUSIC Application is attached hereto as **Exhibit E** and incorporated herein by this reference
22 as though set forth in full.

23 40. Notably, the DOTMUSIC Application identifies ROUSSOS as the Managing
24 Director, and DAM as the Chief Operating Officer, of DOTMUSIC. It identifies DOTMUSIC's
25 website as < music.us > and lists DAM's contact email as tina@music.us. The DOTMUSIC
26 Application also touts DOTMUSIC's distinction among other applicants as "the only Community
27 member with advanced professional technical, policy, and operational TLD management experience

1 led by DNS veteran Tina Dam to meet DotMusic's primary role: to launch, operate and maintain
2 trusted Music Community-based TLD."

3 41. As set forth in paragraph 18(b) of the DOTMUSIC APPLICATION, .MUSIC is
4 intended to benefit the registrants and Internet users by providing an immediately-identifiable
5 exclusive domain for the Music Community to use as their online home. Registrants will have the
6 opportunity to register their preferred domain under .MUSIC which might not be available today
7 under .COM or other preferred TLDs. So, for instance, Lady Gaga may opt to register the domain
8 LadyGaga.Music for her website to identify her as a musician rather than LadyGaga.Com.

9 42. As reflected in the application, DOTMUSIC was designed by DAM and ROUSSOS
10 to provide an exclusive, trusted, safe music-branded domain for the Music Community, which will
11 enable the Community to project identification, accountability and transparency to Internet users
12 under a unique, music-themed domain. Trust will be achieved via protection policies and associated
13 compliance functions to increase legal music consumption and ensure monies flow to rightful
14 owners, not pirates. Relevant, trusted content will enable search engines to rank .MUSIC domains
15 higher in music-related searches than illegal sites.

16 43. DOTMUSIC also is intended to address the needs for value-added services beyond
17 .MUSIC domains by providing Premium Channels and a Song Registry to enable Community and
18 Internet users to network, share information and engage in commerce in a trusted, secure ecosystem
19 – a safe haven for legal music consumption and song licensing ensuring monies flow to the
20 Community not unlicensed sites. Traditional search engine results pages are agnostic whether
21 music-related domains are legal or not. Despite the fact that there are less than 1000 legal music download
22 stores on the web, the number of illegal sites significantly outnumber legal sites resulting in rampant,
23 widespread music piracy and hundreds of thousands of monthly URL takedown requests. Piracy
24 continues to adversely affect music sales and hurt the Community. When visiting .MUSIC sites,
25 however, Internet users will be provided with immediate music identification and a level of
26 confidence and trust not available today.

27 44. Many legal music download stores do not offer songs directly through an open web
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1 browser but require consumers to use their proprietary software to access and buy songs. Since there
2 are only a few search engine-friendly legal music sites to compete with illegitimate sites, most
3 music-related search rankings are dominated by unlicensed sites. Premium Channels will reduce
4 exposure to pirated content to Internet users by serving secure and high quality relevant content to
5 search engines to achieve top search engine results for a long tail of music-related keywords served
6 by the differentiated, unique and niche Premium Channels incorporating local, national and regional
7 searches. This type of search result ranking criteria is already implemented by search engines with
8 existing TLDs (such as .DE for local content served to users in Germany). Search engines will
9 modify their algorithms to accommodate relevant, high quality and unique content, especially if it
10 can be used as a filter to counter copyright-infringing sites and provide better search results.

11 45. On or about May 31, 2013, the DOTMUSIC Application passed ICANN's initial
12 evaluation.

13 46. Had the DOTMUSIC Application been the only application for .MUSIC,
14 DOTMUSIC would have moved immediately into negotiations with ICANN for operating the
15 .MUSIC TLD. However, Google, Amazon, Far Further, Radix, Donuts, MMX and Famous Four
16 also submitted new gTLD applications for .MUSIC, thereby creating a contention set of .music
17 applications. Thus, DOTMUSIC had no choice but to wait while each of these applications
18 underwent ICANN review and/or the community priority evaluation ("CPE") process. CPE was put
19 in place by ICANN to provide community focused applications a priority over other applications.
20 A community application carries with it additional requirements and burdens but, on balance, also
21 affords the applicant the benefit of a prospect of winning a contention set without going through an
22 auction and/or otherwise contending with competing applications.. DOTMUSIC is a community
23 application.

24 ROUSSOS CHANGES THE DEAL

25 47. Throughout 2014 and 2015, DAM and ROUSSOS continued their respective efforts
26 to lobby support for the DOTMUSIC Application. Rather than moving the process to private auction
27 (where it ultimately ended in March 2019) pursuant to DAM's suggestion, ROUSSOS insisted that

1 DOTMUSIC make various requests to ICANN to reconsider its decision that the presented
2 community application did not score sufficient points to meet the CPE requirements, which was
3 both expensive and time-consuming.

4 48. Pursuant to ROUSSOS' instructions, DAM restructured, reworked, rebuilt and
5 finalized ROUSSOS' preliminary drafts of CPE and DIDP reconsideration requests for submission
6 to ICANN with respect to the DOTMUSIC Application.

7 49. In or around mid-2016, ROUSSOS began cutting DAM and others out of the process
8 and tried to rewrite the parties' deal to reduce DAM's equity in DOTMUSIC based on his apparent
9 belief that he deserved a bigger slice of the pie. ROUSSOS claimed, *inter alia*, that DAM's shares
10 must be diminished to account for the increased value of DOTMUSIC.

11 50. To that end, on or about June 8, 2016, ROUSSOS presented DAM with a written
12 agreement signed by him as the managing director of DOTMUSIC, which, in relevant part, provides
13 that: "DOTMUSIC agrees to give DAM 5% undiluted equity in DOTMUSIC's Application in
14 relation to domain name registrations (.MUSIC Application ID 1-1115-14110). The equity will also
15 apply in the case of a private auction settlement in which DOTMUSIC does not prevail in winning
16 the .MUSIC contention set [i.e. the other .music applicants] but receives settlement monies to
17 withdraw its Application." The agreement also states that, "DOTMUSIC agrees to pay DAM
18 \$20,000 if (i) DOTMUSIC prevails in its contention set; or (ii) there is a private settlement to resolve
19 the .MUSIC contention set; or (iii) there is an investment of over \$1 million to DOTMUSIC by a
20 third-party investor." A true and correct copy of the proposed agreement (which provides for
21 California law) is attached hereto as **Exhibit F** and incorporated herein by this reference as though
22 set forth in full. DAM refused to sign the agreement.

23 51. Thereafter, ROUSSOS began refusing to take DAM's calls. ROUSSOS stated that
24 he could not trust DAM and did not want to work with DAM. ROUSSOS stated that he does
25 everything and DAM does nothing. DAM (mostly through her lawyers) and ROUSSOS spent the
26 next several months disputing these issues until December 2016, when ROUSSOS suggested that
27 CGR and DAM wind down MYTLD. But that did not happen because ROUSSOS advised DAM

1 that the MYTLD accounts did not have sufficient funds to cover general expenses, let alone pay out
2 DAM.

3 52. On or about March 14, 2019, ICANN denied DOTMUSIC's last request for
4 reconsideration of the "community" portion of the DOTMUSIC Application, thereby foreclosing
5 DOTMUSIC's efforts to obtain priority and prevail automatically over the other .MUSIC applicants.

6 53. In late March or early April 2019, the other .MUSIC applicants began to withdraw
7 their applications, leaving the DOTMUSIC Application as the only remaining application, which
8 now bears a "prevailed" status in the ICANN TLD Application System. This was because, as DAM
9 learned shortly thereafter, DOTMUSIC had finally prevailed in a private auction among the eight
10 applicants for the .MUSIC TLD.

11 54. On or about April 17, 2019, DOTMUSIC issued a press release announcing that it
12 had prevailed on its community application for .MUSIC, and had obtained the exclusive rights to
13 .MUSIC. A true and correct copy of the release is attached as **Exhibit G** hereto and incorporated by
14 reference. However, it appears that DOTMUSIC and each of the other former applicants entered
15 into a Non-Disclosure Agreement ("NDA"), which prohibits them from disclosing any details
16 regarding the private auction, including the amount for which .MUSIC sold.

17 55. Against this backdrop, DAM reached out to ROUSSOS to request information
18 regarding the auction and the status of .MUSIC as a 50% shareholder of MYTLD and a 7.5% equity
19 holder of DOTMUSIC.

20 56. On or about March 20, 2019, ROUSSOS advised DAM that he "consider[s]
21 [MYTLD] dissolved." According to ROUSSOS, "I have incurred yearly costs in terms of
22 accounting, taxation and government incorporation renewal fees to maintain the status of the
23 company. I have stopped paying the dues because the company is inactive and I have been incurring
24 these fees on my own. I consider the company dissolved."

25 57. Notably, at the time ROUSSOS wrote this email, DOTMUSIC's website
26 (www.music.us) still listed DAM as its Chief Operating Officer. Immediately after this exchange,
27 DAM is informed and believes that ROUSSOS caused changes to be made to the DOTMUSIC
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1 website to remove DAM's profile, and also asked Google to delete the previous version of the
2 website, while at the same time revamping the website to offer domain name registrations for the
3 .MUSIC TLD pursuant to the same agreement contained in the DOTMUSIC Application
4 coordinated and overseen by DAM and approved by ICANN. In other words, it appears that
5 ROUSSOS used DAM's name, reputation, insight and efforts to further DOTMUSIC's objectives
6 of obtaining .MUSIC, and then proceeded to delete DAM from the website as soon as DOTMUSIC
7 had won the TLD in an attempt to avoid paying DAM her rightful share of the equity in
8 DOTMUSIC.

9 58. On or about April 15, 2019, DAM wrote to ROUSSOS: "Constantine, if you want
10 [MYTLD] to be dissolved then we need to take the value of the company and split it between us.
11 Only then can it be closed down."

12 59. ROUSSOS responded the same day, denying that MYTLD has any value, and
13 suggesting that DAM owes ROUSSOS money for "keeping the company alive" and paying
14 corporate maintenance fees, including accountant fees and taxes. As ROUSSOS stated: "I will let it
15 go and dissolve. I do not see you contributing financially to maintain it nor am I interested in this
16 company anymore because it costs to maintain and it was set up prior to 2012 to write applications
17 for applicants, which has not been viable as a business since that date. It has been 7 years now and
18 we have both moved on to other things."

19 60. Of course, ROUSSOS' response ignores the years of work that DAM performed in
20 furtherance of the .MUSIC initiative, including but not limited to her drafting of policy documents
21 for .MUSIC; her work overseeing the preparation of, reviewing, revising and finalizing the
22 technical, community and policy portions of the DOTMUSIC Application that has now prevailed;
23 her restructuring, reworking and rebuilding of reconsideration requests to ICANN through the CPE
24 and DIDP processes; her years of consulting services to DOTMUSIC; her years of communicating,
25 negotiating and meeting with potential supporters, investors, service providers and ICANN in
26 furtherance of the .MUSIC initiative; her years of traveling and attending meetings on her own dime;
27 and her contribution of her name, reputation and personal relationships to the .MUSIC initiative.

1 DAM performed all this work in reliance upon her 50% ownership of MYTLD and her resulting
2 7.5% equity interest in DOTMUSIC as set forth in the MYTLD Agreement, and ROUSSOS'
3 promises of additional compensation as salary, which DAM never received.

4 61. ROUSSOS' response also ignores the anticipated value of DOTMUSIC, in which
5 DAM owns a 7.5% interest. As reflected in the DOTMUSIC Investor Agreement, attached as
6 **Exhibit C**, and the DOTMUSIC Projections Letter, attached as **Exhibit D**, the parties always
7 anticipated that .MUSIC had a value of at least \$50+ million, which DAM is informed and believes
8 is a conservative estimate, as ROUSSOS has himself conceded since at least 2016, when he
9 repeatedly represented the dramatic increase in DOTMUSIC's value as a basis for attempting to
10 unilaterally dilute DAM's equity interests in the Company.

11 62. Throughout April and May 2019, ROUSSOS and DAM exchanged emails, both
12 directly, and through their lawyers, regarding DAM's interest in DOTMUSIC. During these
13 exchanges, DAM made repeated requests as a minority shareholder in DOTMUSIC to ROUSSOS
14 as DOTMUSIC's COO for (a) DOTMUSIC's organizational documents, including charter
15 documents and bylaws; (b) any and all meeting minutes and board resolutions for the preceding 24
16 months; (c) any and all documents related to DOTMUSIC's efforts to raise capital for the preceding
17 24 months; and (d) any and all documents related to DOTMUSIC's effort to prevail as the now sole
18 applicant for .MUSIC in the ICANN application process for new gTLDs. ROUSSOS refused these
19 requests.

20 DEMAND ALLEGATIONS

21 63. CGR and DAM are the sole owners of MYTLD. ROUSSOS owns and controls CGR
22 and is the sole managing director of MYTLD and DOTMUSIC. Under the control and domination
23 of ROUSSOS, MYTLD and DOTMUSIC has failed and refused to provide corporate information,
24 recognize DAM's ownership rights, and/or pay dividends to DAM in connection with the
25 COMPANIES. It would be futile for DAM to make demand of the COMPANIES to take appropriate
26 corrective action because there is no disinterested member of the board for either MYTLD or
27 DOTMUSIC. ROUSSOS is the sole managing director and decision-maker for both COMPANIES.

1 Consequently, there is no disinterested member of the Board to consider such demand, and all of
2 the members of the Board are corrupt members of the conspiracy whose goal is further ROUSSOS'
3 plan to avoid the COMPANIES' obligations to DAM. Indeed, the COMPANIES have ignored the
4 repeated written demands of DAM's lawyers in both April and May of this year to undertake
5 remedial steps to correct malfeasance by ROUSSOS.

6 64. It has long been the law in California that directors have a fiduciary relationship and
7 a duty to act in the best interests of all shareholders, including minority shareholders. *Remillard*
8 *Brick Co. v. Remillard-Danhini* (1952) 109 Cal.App.2d 405; *Jones v. H.F. Ahmanson & Co.* (1969)
9 1 Cal.3d 93. As the California Supreme Court has stated:

10 The extensive reach of the duty of controlling shareholders and directors to the corporation
11 and its other shareholders was described by the Court of Appeal in *Remillard Brick...*,
12 where, quoting from the opinion of the United States Supreme Court in *Pepper v. Litton*,
13 308 U.S. 295 ... the court held: 'A director is a fiduciary ... Their powers are powers of
14 trust. [Citation.]' ... 'He cannot by the intervention of a corporate entity violate the ancient
15 precept against serving two masters ... He cannot utilize his inside information and his
16 strategic position for his own preferment ... He cannot use his powers for his personal
17 advantage and to the detriment of the stockholders and creditors no matter how absolute
18 in terms that power may be and no matter how meticulous he is to satisfy technical
19 requirements.' In *Remillard*, the Court of Appeal clearly indicated that the fiduciary
20 obligations of the directors and shareholders are neither limited to specific statutory duties
21 and avoidance of fraudulent practices nor are they owed solely to the corporation to the
22 exclusion of other shareholders.

23 *Jones*, 1 Cal.3d at pp. 108-109.

24 65. Officers of a corporation similarly owe a fiduciary duty to the corporation. *See e.g.*
25 *Jones*, 1 Cal.3d at 108-109; *GAB Business Services, Inc. v. Lindsey & Newsom Claim Services*
26 (2000) 83 Cal.App.4th 409, 419, overruled on other grounds by *Reeves v. Hanlon* (2004) 33 Cal.4th
27 1140, 1148 ("an officer who participates in management of the corporation, exercising some
28 discretionary authority, is a fiduciary to the corporation as a matter of law"); *Burt v. Irvine Co.*
(1965) 237 Cal.App.2d 828, 850 ("all corporate officers and directors owe the same fiduciary duty
of good faith to the corporation and its stockholders"); *Daniel Orifice Fitting Co. v. Whalen* (1962)
198 Cal.App.2d 791, 794 (an officer who participated in management held to necessarily owe
fiduciary duty to company).

66. Here, ROUSSOS and CGR have a fiduciary duty to act in the best interests of the COMPANIES and their shareholders – treating their interests with the same care and attention as they would their own interests. ROUSSOS and CGR have an obligation to ensure that DAM and other shareholders receive the fruits of their equity. ROUSSOS and CGR have failed to live up to their fiduciary obligations by refusing to recognize DAM’s rights as a shareholder of MYTLD and equity owner of DOTMUSIC.

67. ROUSSOS and CGR owe the COMPANIES a duty of care and loyalty. The duty of care requires ROUSSOS and CGR to act in a prudent manner and in the best interests of MYTLD and DOTMUSIC, with all the information available to them. The duty of loyalty requires ROUSSOS and CGR to put the interests of MYTLD and DOTMUSIC above their own personal pecuniary interests. ROUSSOS and CGR breached these duties by putting their own positions in MYTLD and DOTMUSIC and the benefits they obtained from MYTLD and DOTMUSIC above the best interests of the COMPANIES. Among other things, ROUSSOS and CGR attempted to force DAM and other shareholders to forego their equity in DOTMUSIC and dilute their shares without any legal basis for doing so.

68. DAM is informed and believes that ROUSSOS and CGR have acted beyond the corporate powers of the COMPANIES and engaged in ultra vires acts by transferring COMPANY assets to third parties in derogation of DAM's existing ownership rights in such assets.

FIRST CAUSE OF ACTION

Breach of Fiduciary Duty

(By DAM derivatively on behalf of MYTLD

against ROUSSOS, CGR and DOES 1 through 100)

69. DAM repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

70. As the managing director of MYTLD, and as the controlling member and managing director of CGR, which is a 50% shareholder in MYTLD, ROUSSOS owes certain fiduciary duties to MYTLD, including but not limited to, a duty of care, loyalty, and honesty; a duty against self-

1 dealing; and a duty to act in good faith and in the best interests of MYTLD and in dealing with
2 MYTLD's other shareholders and members, including DAM.

3 71. ROUSSOS was and is required to use his abilities to control and manage MYTLD in
4 a fair, just and equitable manner in order to ensure that MYTLD has complied with applicable laws
5 and contractual obligations, to refrain from abusing his position of control, and not to favor his own
6 interests at the expense of MYTLD and its shareholders.

7 72. The wrongful conduct particularized herein was not due to an honest error in
8 judgment, but rather to ROUSSOS' gross mismanagement, bad faith and/or reckless disregard of
9 the rights and interests of MYTLD and its shareholders, and for acting without the reasonable and
10 ordinary care that ROUSSOS and CGR owed MYTLD.

11 73. As a result of the foregoing, ROUSSOS and CGR have participated in harming
12 MYTLD and have breached fiduciary duties owed to MYTLD.

13 74. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
14 in, and substantially assisted ROUSSOS and CGR in the breach of their fiduciary duties.

15 75. By reason of the foregoing, MYTLD has sustained and will continue to sustain
16 damages and injuries for which it has no adequate remedy at law.

17 **SECOND CAUSE OF ACTION**

18 **Breach of Fiduciary Duty**

19 **(By DAM derivatively on behalf of DOTMUSIC**

20 **against ROUSSOS, CGR and DOES 1 through 100)**

21 76. DAM repeats and realleges each and every allegation contained in the preceding
22 paragraphs of this Complaint as though fully set forth herein.

23 77. As the managing director of DOTMUSIC, and as the controlling member and
24 managing director of CGR, which is a majority shareholder in DOTMUSIC, ROUSSOS owes
25 certain fiduciary duties to DOTMUSIC, including but not limited to, a duty of care, loyalty, and
26 honesty; a duty against self-dealing; and a duty to act in good faith and in the best interests of
27 DOTMUSIC and in dealing with DOTMUSIC's other shareholders and members, including DAM.

78. ROUSSOS was and is required to use his abilities to control and manage DOTMUSIC in a fair, just and equitable manner in order to ensure that DOTMUSIC has complied with applicable laws and contractual obligations, to refrain from abusing his position of control, and not to favor his own interests at the expense of DOTMUSIC and its shareholders.

79. The wrongful conduct particularized herein was not due to an honest error in judgment, but rather to ROUSSOS' gross mismanagement, bad faith and/or reckless disregard of the rights and interests of DOTMUSIC and its shareholders, and for acting without the reasonable and ordinary care that ROUSSOS and CGR owed DOTMUSIC.

80. As a result of the foregoing, ROUSSOS and CGR have participated in harming DOTMUSIC and have breached fiduciary duties owed to DOTMUSIC.

81. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated in, and substantially assisted ROUSSOS and CGR in the breach of their fiduciary duties.

82. By reason of the foregoing, DOTMUSIC has sustained and will continue to sustain damages and injuries for which it has no adequate remedy at law.

THIRD CAUSE OF ACTION

Abuse of Control

(By DAM derivatively on behalf of MYTLD

against ROUSSOS, CGR and DOES 1 through 100)

83. DAM repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

84. By virtue of their positions and financial holdings in MYTLD, DEFENDANTS exercised control over MYTLD and its operations, and owed duties as controlling persons to MYTLD not to use their positions of control within MYTLD for their own personal interests and contrary to the interest of MYTLD.

85. DEFENDANTS' conduct amounts to an abuse of their control of MYTLD, in violation of their obligations to MYTLD.

86. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated

1 in, and substantially assisted the other DEFENDANTS in their abuse of control.

2 87. As a result of DEFENDANTS' abuse of control, MYTLD has sustained and will
3 continue to sustain damages and injuries for which it has no adequate remedy at law.

4 **FOURTH CAUSE OF ACTION**

5 **Abuse of Control**

6 **(By DAM derivatively on behalf of DOTMUSIC**
7 **against ROUSSOS, CGR and DOES 1 through 100)**

8 88. DAM repeats and realleges each and every allegation contained in the preceding
9 paragraphs of this Complaint as though fully set forth herein.

10 89. By virtue of their positions and financial holdings in DOTMUSIC, DEFENDANTS
11 exercised control over DOTMUSIC and its operations, and owed duties as controlling persons to
12 DOTMUSIC not to use their positions of control within DOTMUSIC for their own personal interests
13 and contrary to the interest of DOTMUSIC.

14 90. DEFENDANTS' conduct amounts to an abuse of their control of DOTMUSIC, in
15 violation of their obligations to DOTMUSIC.

16 91. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
17 in, and substantially assisted the other DEFENDANTS in their abuse of control.

18 92. As a result of DEFENDANTS' abuse of control, DOTMUSIC has sustained and will
19 continue to sustain damages and injuries for which it has no adequate remedy at law.

20 **FIFTH CAUSE OF ACTION**

21 **Corporate Waste**

22 **(By DAM derivatively on behalf of MYTLD**
23 **against ROUSSOS, CGR and DOES 1 through 100)**

24 93. DAM repeats and realleges each and every allegation contained in the preceding
25 paragraphs of this Complaint as though fully set forth herein.

26 94. DEFENDANTS had a fiduciary duty to exercise good faith and diligence in the
27 administration of MYTLD's affairs, and in the use and preservation of MYTLD's property and
28

1 assets; and the highest obligation of fair dealings with respect to MYTLD.

2 95. DEFENDANTS wasted MYTLD's corporate assets by diverting them to improper
3 corporate purposes instead of using them for their proper, intended purpose.

4 96. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
5 in, and substantially assisted the other DEFENDANTS in their acts of corporate waste.

6 97. MYTLD has suffered losses and will incur substantial costs as a result of
7 DEFENDANTS' actions, including but not limited to investigation and legal defense costs.

8 98. MYTLD has suffered and will continue to suffer damages as a result of
9 DEFENDANTS' wrongful conduct, all in an amount to be determined according to proof at trial.

10 **SIXTH CAUSE OF ACTION**

11 **Corporate Waste**

12 **(By DAM derivatively on behalf of DOTMUSIC**

13 **against ROUSSOS, CGR and DOES 1 through 100)**

14 99. DAM repeats and realleges each and every allegation contained in the preceding
15 paragraphs of this Complaint as though fully set forth herein.

16 100. DEFENDANTS had a fiduciary duty to exercise good faith and diligence in the
17 administration of DOTMUSIC's affairs, and in the use and preservation of DOTMUSIC's property
18 and assets; and the highest obligation of fair dealings with respect to DOTMUSIC.

19 101. DEFENDANTS wasted DOTMUSIC's corporate assets by diverting them to
20 improper corporate purposes instead of using them for their proper, intended purpose.

21 102. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
22 in, and substantially assisted the other DEFENDANTS in their acts of corporate waste.

23 103. DOTMUSIC has suffered losses and will incur substantial costs as a result of
24 DEFENDANTS' actions, including but not limited to investigation and legal defense costs.

25 104. DOTMUSIC has suffered and will continue to suffer damages as a result of
26 DEFENDANTS' wrongful conduct, all in an amount to be determined according to proof at trial.

27 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Unjust Enrichment**

3 **(By DAM derivatively on behalf of MYTLD**

4 **against ROUSSOS, CGR and DOES 1 through 100)**

5 105. DAM repeats and realleges each and every allegation contained in the preceding
6 paragraphs of this Complaint as though fully set forth herein.

7 106. DEFENDANTS derived compensation, fees and other benefits from MYTLD, and
8 were otherwise unjustly enriched during the time in which the wrongful practices occurred, to the
9 detriment of MYTLD. DEFENDANTS profited by engaging in the wrongful conduct alleged above
10 in the Complaint. DEFENDANTS also wrongfully converted funds belonging to MYTLD.

11 107. DEFENDANTS' enrichment is directly and causally related to the detriment of
12 MYTLD.

13 108. DEFENDANTS accepted these benefits under such circumstances that it would be
14 inequitable for them to be retained without payment. As alleged above, DEFENDANTS breached
15 their fiduciary duties and/or abused their positions of control of MYTLD and therefore
16 DEFENDANTS are not justified to retain the benefits conferred upon them.

17 **EIGHTH CAUSE OF ACTION**

18 **Unjust Enrichment**

19 **(By DAM derivatively on behalf of DOTMUSIC**

20 **against ROUSSOS, CGR and DOES 1 through 100)**

21 109. DAM repeats and realleges each and every allegation contained in the preceding
22 paragraphs of this Complaint as though fully set forth herein.

23 110. DEFENDANTS derived compensation, fees and other benefits from DOTMUSIC,
24 and were otherwise unjustly enriched during the time in which the wrongful practices occurred, to
25 the detriment of DOTMUSIC. DEFENDANTS profited by engaging in the wrongful conduct
26 alleged above in the Complaint. DEFENDANTS also wrongfully converted funds belonging to
27 DOTMUSIC.

111. DEFENDANTS' enrichment is directly and causally related to the detriment of DOTMUSIC.

112. DEFENDANTS accepted these benefits under such circumstances that it would be inequitable for them to be retained without payment. As alleged above, DEFENDANTS breached their fiduciary duties and/or abused their positions of control of DOTMUSIC and therefore DEFENDANTS are not justified to retain the benefits conferred upon them.

NINTH CAUSE OF ACTION

Constructive Trust

(By DAM derivatively on behalf of MYTLD against all DEFENDANTS)

113. DAM repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

114. By reason of DEFENDANTS' wrongful acts as alleged herein, DAM is entitled to an audit of all funds said DEFENDANTS have received, either directly or indirectly, by virtue of their wrongful acts, and for an order that DEFENDANTS, and each of them, hold any such funds as involuntary constructive trustees holding all such sums in their possession under a constructive trust for MYTLD's benefit.

TENTH CAUSE OF ACTION

Constructive Trust

(By DAM derivatively on behalf of DOTMUSIC against all DEFENDANTS)

115. DAM repeats and realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

116. By reason of DEFENDANTS' wrongful acts as alleged herein, DAM is entitled to an audit of all funds said DEFENDANTS have received, either directly or indirectly, by virtue of their wrongful acts, and for an order that DEFENDANTS, and each of them, hold any such funds as involuntary constructive trustees holding all such sums in their possession under a constructive trust for DOTMUSIC's benefit.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Avoidance of Fraudulent Transfer - Civil Code §3439.04(a)(2) and §3439.05**

3 **(By DAM derivatively on behalf of MYTLD against all DEFENDANTS)**

4 117. DAM repeats and realleges each and every allegation contained in the preceding
5 paragraphs of this Complaint as though fully set forth herein.

6 118. DAM is informed and believes and based thereon alleges that DEFENDANTS
7 transferred MYTLD's assets and DAM's dividends to themselves, DOES 101 through 200, and/or
8 DEFENDANTS' other ventures, which include DOTMUSIC, with actual intent to hinder, delay and
9 defraud creditors of MYTLD, which creditors include DAM.

10 119. DAM is informed and believes and based thereon alleges that DEFENDANTS
11 transferred such assets without receiving a reasonably equivalent value in exchange for the transfer.

12 120. DAM is informed and believes and based thereon alleges that the debt owed to DAM
13 arose before and after the transfer of assets from MYTLD to ROUSSOS, CGR, DOTMUSIC and/or
14 DOES 101 through 200.

15 121. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
16 in, and substantially assisted, the other DEFENDANTS in this conduct.

17 122. By reason of the foregoing conduct of DEFENDANTS and as a direct and proximate
18 result thereof, DAM has been damaged in a presently unascertained amount in excess of the
19 jurisdictional minimum of this Court, exclusive of fees and costs. DAM will seek leave to amend
20 this Complaint to insert the exact amount of the damages herein or, alternatively, DAM will seek
21 judgment in accordance with proof at the time of trial.

22 123. By this cause of action, DAM seeks a Court order, ordering the transfer(s) from
23 MYTLD to ROUSSOS, CGR and DOES 101 through 200 to be set aside and voided to the extent
24 necessary to satisfy DAM's claims. DAM also seeks a Court order enjoining ROUSSOS, CGR and
25 DOES 101 through 200 from selling, encumbering, or disposing of the property, including
26 MYTLD's assets and/or DAM's dividends.

27 ///

1 TWELFTH CAUSE OF ACTION

2 **Avoidance of Fraudulent Transfer - Civil Code §3439.04(a)(2) and §3439.05**

3 **(By DAM derivatively on behalf of DOTMUSIC against all DEFENDANTS)**

4 124. DAM repeats and realleges each and every allegation contained in the preceding
5 paragraphs of this Complaint as though fully set forth herein.

6 125. DAM is informed and believes and based thereon alleges that DEFENDANTS
7 transferred DOTMUSIC's assets and DAM's dividends to themselves and/or DOES 101 through
8 200, with actual intent to hinder, delay and defraud creditors of DOTMUSIC, which creditors
9 include DAM.

10 126. DAM is informed and believes and based thereon alleges that DEFENDANTS
11 transferred such assets without receiving a reasonably equivalent value in exchange for the transfer.

12 127. DAM is informed and believes and based thereon alleges that the debt owed to DAM
13 arose before and after the transfer of assets from DOTMUSIC to ROUSSOS, CGR and/or DOES
14 101 through 200.

15 128. DOES 1 through 100 knowingly aided, encouraged, cooperated and/or participated
16 in, and substantially assisted, the other DEFENDANTS in this conduct.

17 129. By reason of the foregoing conduct of DEFENDANTS and as a direct and proximate
18 result thereof, DAM has been damaged in a presently unascertained amount in excess of the
19 jurisdictional minimum of this Court, exclusive of fees and costs. DAM will seek leave to amend
20 this Complaint to insert the exact amount of the damages herein or, alternatively, DAM will seek
21 judgment in accordance with proof at the time of trial.

22 130. By this cause of action, DAM seeks a Court order, ordering the transfer(s) from
23 DOTMUSIC to ROUSSOS, CGR and DOES 101 through 200 to be set aside and voided to the
24 extent necessary to satisfy DAM's claims. DAM also seeks a Court order enjoining ROUSSOS,
25 CGR and DOES 101 through 200 from selling, encumbering, or disposing of the property, including
26 DOTMUSIC's assets and/or DAM's dividends.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Appointment of Receiver**

3 **(By DAM derivatively on behalf of MYTLD against all DEFENDANTS)**

4 131. DAM repeats and realleges each and every allegation contained in the preceding
5 paragraphs of this Complaint as though fully set forth herein.

6 132. Debts and liabilities of MYTLD continue to accrue while DEFENDANTS continue
7 to collect and appropriate funds that do not belong to them.

8 133. Due to DEFENDANTS' refusal to turn over the funds and accounting for MYTLD to
9 DAM, there is imminent danger that DEFENDANTS will forfeit all the rights belonging to DAM,
10 and that they will continue to improperly collect the funds and incur the debts in violation of DAM's
11 rights as asserted herein.

12 134. Due to DEFENDANTS' refusal to turn over the funds and accounting for MYTLD
13 to DAM, there is imminent danger that the funds belonging to DAM will be lost, removed, or
14 materially injured.

15 135. Unless this Court appoints a receiver, DAM will lose the funds belonging to DAM
16 and suffer violation of DAM's rights, and DEFENDANTS will continue to use, dissipate and
17 conceal the funds, and improperly manage and control MYTLD.

18 136. DAM has no plain, speedy, or adequate remedy at law, and will suffer irreparable
19 damage, injury and harm unless the equitable relief requested herein is granted.

20 **FOURTEENTH CAUSE OF ACTION**

21 **Appointment of Receiver**

22 **(By DAM derivatively on behalf of DOTMUSIC against all DEFENDANTS)**

23 137. DAM repeats and realleges each and every allegation contained in the preceding
24 paragraphs of this Complaint as though fully set forth herein.

25 138. Debts and liabilities of DOTMUSIC continue to accrue while DEFENDANTS
26 continue to collect and appropriate funds that do not belong to them.

27 139. Due to DEFENDANTS' refusal to turn over the funds and accounting for DOTMUSIC
28

1 to DAM, there is imminent danger that DEFENDANTS will forfeit all the rights belonging to DAM,
2 and that they will continue to improperly collect the funds and incur the debts in violation of DAM's
3 rights as asserted herein.

4 140. Due to DEFENDANTS' refusal to turn over the funds and accounting for
5 DOTMUSIC to DAM, there is imminent danger that the funds belonging to DAM will be lost,
6 removed, or materially injured.

7 141. Unless this Court appoints a receiver, DAM will lose the funds belonging to DAM
8 and suffer violation of DAM's rights, and DEFENDANTS will continue to use, dissipate and
9 conceal the funds, and improperly manage and control DOTMUSIC.

10 142. DAM has no plain, speedy, or adequate remedy at law, and will suffer irreparable
11 damage, injury and harm unless the equitable relief requested herein is granted.

12 **FIFTEENTH CAUSE OF ACTION**

13 **Quantum Meruit**

14 **(By DAM directly against ROUSSOS and CGR)**

15 143. DAM repeats and realleges each and every allegation contained in the preceding
16 paragraphs of this Complaint as though fully set forth herein.

17 144. ROUSSOS and CGR requested DAM to perform services for the benefit of
18 ROUSSOS and CGR, including but not limited to drafting the policy documents for .MUSIC,
19 overseeing the preparation of, reviewing, revising and finalizing the technical, community and
20 policy portions of the DOTMUSIC Application for submission to ICANN, structuring and building
21 reconsideration requests to ICANN through the CPE and DIDP processes, and communicating,
22 negotiating and meeting with potential supporters, investors, service providers and ICANN in
23 furtherance of the .MUSIC initiative.

24 145. DAM performed those services as requested.

25 146. ROUSSOS and CGR have not paid DAM for the services.

26 147. As a result, DAM is entitled to payment for the reasonable value of those services in
27 an amount to be proved at the time of trial.

1 **PRAYER FOR RELIEF**

2 DAM prays for judgment against DEFENDANTS, on behalf of herself, MYTLD and
3 DOTMUSIC, as follows:

4 1. For compensatory damages against all DEFENDANTS, jointly and severally, in
5 an amount to be proven at trial.

6 2. For restitution and disgorgement of all illicit proceeds generated as a result of the
7 wrongful conduct alleged herein;

8 3. For exemplary and punitive damages according to proof and in an amount
9 sufficient to punish and set an example of DEFENDANTS, and each of them;

10 4. For imposition of a constructive trust over funds belonging to DAM and/or the
11 COMPANIES but retained by DEFENDANTS and each of them;

12 5. For injunctive relief;

13 6. For appointment of a receiver over the COMPANIES;

14 7. For interest due according to proof, including but not limited to prejudgment
15 interest;

16 8. For attorneys' fees according to proof;

17 9. For costs of suit herein incurred; and

18 10. For such other and further relief as the court deems just and proper.

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Dated: July 11, 2019

By: EUGENE ROME
Attorneys for PLAINTIFF
TINA DAM, individually and
derivatively on behalf of MYTLD
LIMITED and DOTMUSIC LIMITED

EXHIBIT A



HE 13926

MINISTRY OF COMMERCE, INDUSTRY AND TOURISM
DEPARTMENT OF REGISTRAR OF
COMPANIES AND OFFICIAL RECEIVER
NICOSIA

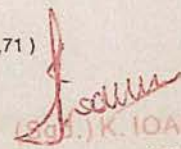
14 December, 2011

CERTIFICATE

MYTLD LIMITED

It is hereby certified that, in accordance with the records kept by this Department
the following are the Shareholders of the above Company :

<u>Names and Addresses</u>	<u>Class (value)</u>	<u>No. of Shares</u>
CONSTANTINOS GEORGE ROUSSOS (CGR E-COMMERCE) LIMITED Arch. Makariou III, 229 MELIZA COURT, 4th floor 3105, Limassol, Cyprus	ORDINARY (EUR 1,71)	250
TINA DAM 29th Avenue, 20 Flat/Office 301 CA 90291, Venice, United States of America	ORDINARY (EUR 1,71)	250


(2011) K. IOANNOU
for Registrar of Companies

There have been changes of the name

HE 13926

HE 46

THE COMPANIES LAW, CAP. 113
Section 19(3)

CERTIFICATE OF CHANGE OF NAME

IT IS HEREBY CERTIFIED that,

G. ROUSSOS LEISURESPOTS LIMITED

has changed its name by Special Resolution and is hereby named

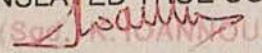
MYTLD LIMITED

and that the new name has been entered on the Register of Companies

Given under my hand in Nicosia on the 20th of October, 2011

.....
Registrar of Companies

4
TRANSLATED TRUE COPY


for Registrar of Companies
14 December, 2011

HE 13926

MINISTRY OF COMMERCE, INDUSTRY AND TOURISM
DEPARTMENT OF REGISTRAR OF
COMPANIES AND OFFICIAL RECEIVER
NICOSIA

14 December, 2011

CERTIFICATE

MYTLD LIMITED

It is hereby certified that, in accordance with the records kept by this Department, the following are the Director and Secretary of the above Company:

Director

GEORGE ROUSOS

Karaïskaki, 19
3604, Limassol, Cyprus

Country of Nationality

Cyprus

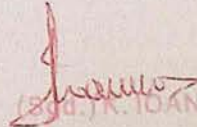
Secretary

DEMETRA PAVLOU

Karaïskaki, 19
3604, Limassol, Cyprus

Country of Nationality

Cyprus


(898) K. IOANNOU
For Registrar of Companies

There have been changes of the name

ΚΥΠΡΙΑΚΗ
REPUBLIC



ΔΗΜΟΚΡΑΤΙΑ
OF CYPRUS

HE 13926

MINISTRY OF COMMERCE, INDUSTRY AND TOURISM
DEPARTMENT OF REGISTRAR OF
COMPANIES AND OFFICIAL RECEIVER
NICOSIA

14 December, 2011

CERTIFICATE

MYTLD LIMITED

It is hereby certified that, in accordance with the records kept by this Department,
the Registered Office of the above Company is situated at:

Arch. Makariou III, 229
MELIZA COURT, 4th floor
3105, Limassol, Cyprus

(Sgd.) K. IOANNOU

For Registrar of Companies

There have been changes of the name



HE 13926

HE 44

THE COMPANIES LAW, CAP. 113

Section 15(1)

CERTIFICATE OF INCORPORATION

IT IS HEREBY CERTIFIED that,

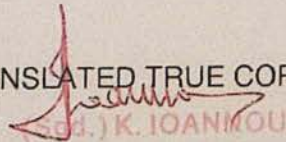
G. ROUSSOS LEISURESPOTS LIMITED

has this day been incorporated under the Companies Law, Cap. 113 as a Limited Liability Company.

Given under my hand in Nicosia on the 18th of April, 1980

.....
Registrar of Companies

TRANSLATED TRUE COPY


J.K. IOANNOU

for Registrar of Companies

14 December, 2011

There have been changes of the name



HE 13926

HE 46

Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ, ΚΕΦ. 113
Άρθρο 19(3)

ΠΙΣΤΟΠΟΙΗΤΙΚΟ ΑΛΛΑΓΗΣ ΟΝΟΜΑΤΟΣ

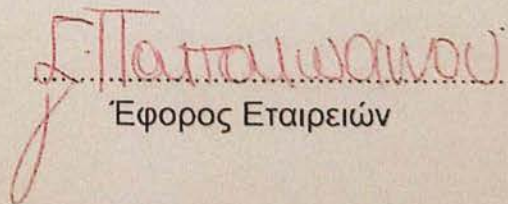
ΠΙΣΤΟΠΟΙΕΙΤΑΙ ότι, η

G. ROUSSOS LEISURESPOTS LIMITED

έχει αλλάξει το όνομα της με Ειδικό Ψήφισμα και από τώρα και στο εξής ονομάζεται
MYTLD LIMITED

και ότι το νέο της όνομα καταχωρήθηκε στο Αρχείο του Εφόρου Εταιρειών.

Υπογράφηκε στη Λευκωσία στις 20 Οκτωβρίου, 2011


Εφορος Εταιρειών



HE 13926

HE 47

Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ, ΚΕΦ. 113

Άρθρο 7(6)

**ΠΙΣΤΟΠΟΙΗΤΙΚΟ ΤΡΟΠΟΠΟΙΗΣΕΩΝ ΤΩΝ ΣΚΟΠΩΝ
ΤΗΣ ΕΤΑΙΡΕΙΑΣ**

Η Εταιρεία

MYTLD LIMITED

έχει τροποποιήσει τους σκοπούς της με ειδική απόφαση που επικυρώθηκε με Διάταγμα Δικαστηρίου με ημερομηνία 22 Νοεμβρίου, 2011.

Πιστοποιείται ότι, πιστοποιημένο αντίγραφο του Διατάγματος αυτού και Αντίγραφο του Ιδρυτικού όπως τροποποιήθηκε, έχει εγγραφεί στο Μητρώο του Εφόρου Εταιρειών, με βάση το άρθρο 7(6) του περί Εταιρειών Νόμου, Κεφ. 113, στις 29 Νοεμβρίου, 2011.

Υπογράφηκε στη Λευκωσία την 1 Δεκεμβρίου, 2011

.....
Εφορος Εταιρειών

A.Φ.Τ.

12013926 F

Ημερομηνία έκδοσης

23/06/2011

Επαρχιακό Γραφείο **ΛΕΜΕΣΟΣ**

Ως Εκπρόσωπος του/της

G R LEISURESPOTS LTD

T. K. 00050430

3674

ΑΕ ΜΕΣΟΕ

1. Ο υπολογισμός του φορολογητέου εισοδήματος σας και του ανάλογου φόρου πρέπει να υποβληθεί **πριν την 1ην Αυγ.**
2. Ο φόρος είναι πληρωτέος στις ημερομηνίες που καθορίζονται πιο κάτω σε τρεις ίσες δόσεις που θα πρέπει να υπολείπονται.
3. Η μη υποβολή ή η μη έγκαιρη υποβολή της δήλωσης αυτής φέρει πρόστιμο €100 και η καθυστέρηση στην εξόφληση.
4. **ΠΡΙΝ ΣΥΜΠΛΗΡΩΣΕΤΕ ΤΟ ΕΝΤΥΠΟ ΑΥΤΟ ΔΙΑΒΑΣΤΕ ΤΙΣ ΣΗΜΕΙΩΣΕΙΣ ΣΤΗ 2Η ΣΕΛΙΔΑ.**
5. Συστήνεται όπως κρατήσετε αντιγραφή της δήλωσης αυτής για τα δικά σας αρχεία.

Υπολογίζω το Φορολογητέο Εισόδημα για το έτος και το Φόρο σε αυτό, για το πιο πάνω Νομικό Πρόσωπο

Υπολογιζόμενο Φορολογητέο Εισόδημα

€

1. Εταιρείες

[illegible]

@10%

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2.....

[illegible]

@...%

--	--	--	--	--

3. ΦΟΡΟΛΟΓΗΤΕΟ ΕΙΣΟΔΗΜΑ

[illegible]

ΦΟΡΟΣ

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4. ΜΕΙΟΝ ΦΟΡΟΣ ΠΟΥ ΠΛΗΡΩΘΗΚΕ Ή ΕΙΝΑΙ ΠΛΗΡΩΤΕΟΣ ΕΚΤΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

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5. ΠΡΟΣΩΡΙΝΟΣ ΠΛΗΡΩΤΕΟΣ ΦΟΡΟΣ

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Ο Προσωρινός φόρος είναι πληρωτέος σε τρεις ίσες δόσεις πριν ή κατά τις πιο κάτω ημερομηνίες:

1η Δόση πληρωτέα μέχρι 1/8/2011

[illegible]

3η Δε

--	--	--	--

2η Δόση πληρωτέα μέχρι 30/9/2011



EMPORIKI BANK
(CYPRUS) LTD
20 MAR 2012
MOLOS BRANCH (454) 1

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-19-2007 BY 60322 UCBAW

ΥΠΟΓΡΑΦΗ / SIGNATURE

EMPORIKI BANK - CYPRUS LTD

ПАР 001 - 01/2010

2/2

EXHIBIT B

AGREEMENT BETWEEN CGR, MYTLD AND TINA DAM

THIS AGREEMENT is made today on 16th April 2012 between **CGR E-COMMERCE LTD**, (Registration no: HE 3907) a Company registered in the Republic of Cyprus, under the Companies Law (CAP.113) represented by **Constantinos Roussos** as Managing Director, having its registered office at 229 Arch.Makarios III Avenue, Meliza Court, 4th Floor, 3105 Lemesos Cyprus, (hereinafter referred to as **CGR**) on the one part, and **MYTLD LTD**, (Registration no: HE 13926) a Company registered in the Republic of Cyprus, under the Companies Law (CAP.113) represented by **Tina Dam** as Managing Director, having its registered office at 229 Arch.Makarios III Avenue, Meliza Court, 4th Floor, 3105 Lemesos Cyprus on the other part, (hereinafter referred to as **MYTLD**), and **TINA DAM** (Denmark Passport no: 203135665), with address 20 29th Avenue #301, Venice, CA 90291, U.S.A, (hereinafter referred to as **DAM**) witnesses the following:

WHEREAS

A. CGR is the shareholder of 17 (seventeen) Companies that are registered in the Republic of Cyprus, under the Companies Law (CAP.113) as described herebelow (hereinafter referred to as the **17-TLD Portfolio**):

- | | |
|--------------------|-----------------------------|
| 1. DOTHOT LTD | - REGISTRATION NO:HE 303796 |
| 2. DOTFASHION LTD | - REGISTRATION NO:HE 303833 |
| 3. DOTHOME LTD | - REGISTRATION NO:HE 303807 |
| 4. DOTSTORE LTD | - REGISTRATION NO:HE 303744 |
| 5. DOTLAWYER LTD | - REGISTRATION NO:HE 303623 |
| 6. DOTLAW LTD | - REGISTRATION NO:HE 303647 |
| 7. DOTATTORNEY LTD | - REGISTRATION NO:HE 303735 |
| 8. DOTDOCTOR LTD | - REGISTRATION NO:HE 303724 |
| 9. DOTAPP LTD | - REGISTRATION NO:HE 303648 |
| 10. DOTMOVIE LTD | - REGISTRATION NO:HE 303643 |
| 11. DOTFILM LTD | - REGISTRATION NO:HE 303616 |
| 12. DOTONLINE LTD | - REGISTRATION NO:HE 303810 |
| 13. DOTARTIST LTD | - REGISTRATION NO:HE 303708 |
| 14. DOTSONG LTD | - REGISTRATION NO:HE 303619 |

- | | |
|------------------|------------------------------|
| 15. DOTTUNES LTD | - REGISTRATION NO: HE 303639 |
| 16. DOTVIDEO LTD | - REGISTRATION NO: HE 303711 |
| 17. DOTBLOG LTD | - REGISTRATION NO: HE 303836 |

B. The above 17 Companies' activities, according to their Memorandum of Association, are (i) the internet, (ii) domain names and (iii) other internet activities

C. **CGR** is the shareholder of DOTMUSIC LIMITED (Registration no. 303620) that is registered in the Republic of Cyprus, under the Companies Law (CAP.113) as described herebelow (hereinafter referred to as **DOTMUSIC**):

D. CGR agrees:

1. For a timely, fully-executed and submitted **DOTMUSIC** gTLD application in relation to ICANN's new gTLD Program, **MYTLD** receives 15% of the shared capital of **DOTMUSIC**
2. For timely, fully-executed and submitted applications for the entire **17-TLD Portfolio** that is collectively acquired by investor(s) or any combination of 7 (seven) or more gTLDs related to the **17-TLD Portfolio** that are collectively acquired by investor(s), **MYTLD** receives 15% of their shared capital

E. MYTLD and DAM agrees:

1. If individual Applicants choose to select **MYTLD** to write, fully-execute and submit one single gTLD application relating to one of the companies in the **17-TLD Portfolio** for the agreed-upon **MYTLD** service fee of \$100,000 USD, then **CGR** receives 75% of the fee until a cumulative balance of \$291,000 is met and **DAM** receives 25% of the fee. Once the balance is met **MYTLD** will receive 100% of the total fee. If any other fee agreement is made with client then **CGR** receives 75% of the fee until a cumulative balance of \$291,000 is met and **DAM** receives 25% of the fee. Once the balance is met **MYTLD** will receive 100% of the total fee.

2. If individual Applicants choose to select **CGR** to sell them one single TAS Account that includes one of the newly-formed companies in the **17-TLD Portfolio** for the agreed-upon fee of \$50,000 USD, then **CGR** receives 90% of the fee until a cumulative balance of \$291,000 is met and **DAM** receives 10% of the fee. Once the balance is met **MYTLD** receives 100% of the total fee. If any other fee agreement is made with client then **CGR** receives 90% of the fee until a cumulative balance of \$291,000 is met and **DAM** receives 10% of the fee. Once the balance is met MYTLD will receive 100% of the total fee.
3. Both scenarios (1) and (2) and their corresponding fees mentioned in E will count towards the cumulative balance of \$291,000 and will not be mutually exclusive.

F. This Agreement shall be governed and construed in accordance with the laws of the United States. The parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in courts located in the state of California in the county of Los Angeles.

READ and AGREED BY THE PARTIES:

CGR E-COMMERCE LTD



Constantine Roussos

Managing Director

CGR E-Commerce Ltd

Date: April 14th, 2012

MYTLD LTD

Signature: _____

Tina Dam

Managing Director

MyTLD Limited

Date: _____

TINA DAM

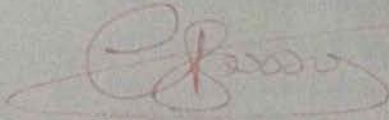
Signature: _____

Tina Dam

Date: _____

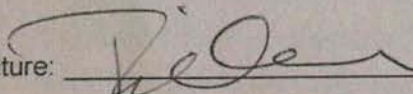
READ and AGREED BY THE PARTIES:

CGR E-COMMERCE LTD



Constantine Roussos
Managing Director
CGR E-Commerce Ltd
Date: April 14th, 2012

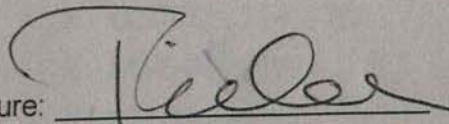
MYTLD LTD

Signature: 

Tina Dam
Managing Director
MyTLD Limited

Date: April 15 2012

TINA DAM

Signature: 

Tina Dam

Date: April 15 2012

EXHIBIT C

AGREEMENT BETWEEN CGR. DOTMUSIC. DOTSONG. DOTONLINE & TUDOR T

THIS AGREEMENT is made on the 24th of July, 2012 between **CGR E-COMMERCE LTD**, (Registration no: HE 3907) a Company registered in the Republic of Cyprus, under the Companies Law (CAP.113) represented by Constantinos Roussos as Managing Director, having its registered office at 229 Arch.Makarios III Avenue, Meliza Court, 4th Floor, 3105 Lemesos Cyprus, (hereinafter referred to as **CGR**), and Tudor T & Credit Union Societe, represented by Michael O. Powell, Trustee as Chairman & Chief Executive Administrator, having its registered office at Walker House - 87 Mary Street, George Town, Grand Cayman, K1Y-9005, Cayman Islands (hereinafter referred to as **TUDOR T**), witnesses the following:

WHEREAS

- A. CGR** is the shareholder of DotMusic Limited, DotSong Limited and DotOnline Limited, companies registered in the Republic of Cyprus, under the Companies Law (CAP.113) as described herebelow (hereinafter referred to as the **DOTMUSIC, DOTSONG and DOTONLINE**):

DOTMUSIC LTD	- REGISTRATION NO: HE 303620
DOTSONG LTD	- REGISTRATION NO: HE 303619
DOTONLINE LTD	- REGISTRATION NO: HE 303810

- B. DOTMUSIC** will consist of (i) a fully submitted and executed ICANN new top-level domain application for the .MUSIC generic Top-Level Domain and (ii) its trademarks' intellectual property

- C. DOTMUSIC, DOTSONG and DOTONLINE** activities, according to its Memorandum of Association, are (i) the internet, (ii) domain names and (iii) other internet activities.

- D. DOTMUSIC** has two registered trademarks (“DotMusic” with OHIM Registration No. 008139834 and filing date 3/5/2009 and “.Music” with OHIM Registration No. 008139792 and filing date 3/5/2009) in 27 countries including Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and United Kingdom.
- E. DOTSONG** has a published trademark (“.Song” with OHIM Registration No. 010535375 and filing date 12/30/2011) in 27 countries including Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and United Kingdom.
- F.** All trademarks relate to three nice classifications for goods and services (35, 42, 45):
- Classification 35: Advertising; business management; business administration; office functions; management of databases, management of a database for Internet domain names and projects, also containing Internet domain names and other Internet addresses; administrative services provided in connection with registration and allotment of Internet domain names and other Internet addresses, including renewal and assignment services
 - Classification 42: Design, installation, maintenance, updating and rental of computer software; technical assistance services in the fields of telecommunications and IT; Computer services, namely research, reservation, recording and administration of Internet domain names; design, creation, hosting, maintenance and promotion of Internet web sites for others; Design of computer and telecommunications systems; engineering services for applications on large and medium-sized computer systems; computer management services, namely computer facilities management; technical support in the operation of computer, telecommunications and

data transmission networks; technical appraisals relating to the installation of telecommunications terminals; technical expertise relating to Internet domain names and projects; engineering and administration (programming) of telecommunications networks; consultancy relating to electronic security and information system security; surveying relating to the installation of telecommunications terminals, national or international database servers, centres providing access to a computer network; computer rental; among other for worldwide (Internet) or private access (Intranet) telecommunications networks; computer programming; research and development of new products; scientific research for medical purposes; updating of databases and software; software maintenance services; creation of virtual and interactive images; encryption and coding of computer language; indexing of Internet sites; research and monitoring of Internet sites; computer load relief; conversion of data documents from physical to electronic media; management of a web based commercial platform of Internet domain names and projects, surveying for Internet domain names and projects, design and development of Internet projects; consultancy and appraisals relating to computer security; monitoring of data, signals and information processed by computers or by telecommunications apparatus and instruments.

- Classification 45: Domain name reservation, registration, maintenance and management services; domain name searching services; domain name registry services, namely co-ordinating the assignment of domain names and address space; technical and legal research relating to Internet domain names.

G. CGR will sell 10% equity of shares of **DOTMUSIC LIMITED** to **TUDOR T** when: **TUDOR T** wires \$5,000,000 (USD 5 million) to **CGR**. The \$5,000,000 will be split up and wired in the following manner and dates respectively, barring any unforeseen circumstance:

- a. \$3,000,000 (USD) wired and executed by the 20th August, 2012
- b. \$2,000,000 (USD) wired and executed by the 20th September, 2012
- c. Both **CGR** and **TUDOR T** agree to the following compensation for 1 year of work:
 - a) \$100,000 (USD) to Isaac Austin paid within 48 hours of receipt of funds
 - b) \$50,000 (USD) to Constantinos Roussos paid within 48 hours of receipt of funds
 - c) \$50,000 (USD) to Tina Dam paid within 48 hours of receipt of funds

CGR agrees to attribute **DOTMUSIC** shares to **TUDOR T** on a pro-rata basis according to the amount wired.

DOTMUSIC agrees that select .MUSIC Premium Domains of high semantic value, such as music genres or music professions, will be powered by the **TLD PLATFORM** (Section I).

DOTMUSIC agrees that the .MUSIC Premium Domain SONG.MUSIC will be powered by **DOTSONG's SONG REGISTRY** (Section H).

H. CGR will sell 52% equity of shares of **DOTSONG LIMITED** to **TUDOR T** for the development of a **SONG REGISTRY** that will facilitate global song licensing clearance when:

TUDOR T wires \$2,500,000 (USD 2.5 million) to **CGR**. The \$2,500,000 will be split up and wired in the following manner and dates respectively, barring any unforeseen circumstance:

- a) \$1,000,000 (USD) wired and executed by the 20th August, 2012
- b) \$500,000 (USD) wired and executed by the 20th September, 2012
- c) \$500,000 (USD) wired and executed by the 20th October, 2012
- d) \$500,000 (USD) wired and executed by the 20th November, 2012

Both **CGR** and **TUDOR T** agree to the following compensation for 1 year of work:

- a) \$300,000 (USD) to Isaac Austin paid within 48 hours of receipt of funds
- b) \$150,000 (USD) to Constantinos Roussos paid within 48 hours of receipt of funds
- c) \$150,000 (USD) to Tina Dam paid within 48 hours of receipt of funds

Both **CGR** and **TUDOR T** agree to give Tina Dam (Denmark Passport no: 203135665) 10% share of **DOTSONG** profits.

CGR agrees to attribute **DOTSONG** shares to **TUDOR T** on a pro-rata basis according to the amount wired.

CGR agrees that the **TUDOR T** will be paid out 60% of **DOTSONG** profits (instead of 52%) until the allocated amount of \$2,500,000 attributed to **DOTSONG** in Section H is paid out. Once \$2,500,000 is paid to **TUDOR T** then profit-sharing to **TUDOR T** reverts to 52% and **CGR**'s profit-sharing reverts to 48%.

Any material decision, including strategic plan, banking or fund allocations to 3rd party providers relating to **DOTSONG**, must be approved and agreed upon by both **CGR** and **TUDOR T**.

- I. **CGR** will sell 52% equity of shares of **DOTONLINE LIMITED** to **TUDOR T** for the development search and social media optimized **TLD PLATFORM** aimed at domain name monetization when:

TUDOR T wires \$2,500,000 (USD 2.5 million) to **CGR**. The \$2,500,000 will be split up and wired in the following manner and dates respectively:

- a) \$1,000,000 (USD) wired and executed by the 20th August, 2012
- b) \$500,000 (USD) wired and executed by the 20th September, 2012
- c) \$500,000 (USD) wired and executed by the 20th October, 2012
- d) \$500,000 (USD) wired and executed by the 20th December, 2012

Both **CGR** and **TUDOR T** agree to the following total salary for 1 year of work paid in 12 equal, monthly installments:

- a) \$400,000 (USD) to Isaac Austin starting within 48 hours of receipt of funds
- b) \$200,000 (USD) to Constantinos Roussos starting within 48 hours of receipt of funds
- c) \$200,000 (USD) to Tina Dam starting within 48 hours of receipt of funds

Both **CGR** and **TUDOR T** agree to give Tina Dam (Denmark Passport no: 203135665) 10% share of **DOTSONG** profits.

CGR agrees to attribute **DOTONLINE** shares to **TUDOR T** on a pro-rata basis according to the amount wired.

CGR agrees that the **TUDOR T** will be paid out 60% of **TLD PLATFORM** profits (instead of 52%) until the allocated amount of \$2,500,000 attributed to the **TLD PLATFORM** in Section I is paid out. Once \$2,500,000 is paid to **TUDOR T** then profit-sharing to **TUDOR T** reverts to 52% and **CGR**'s profit-sharing reverts to 48%.

CGR agrees to transfer ownership of intellectual property relating to the **TLD PLATFORM**, including the domain TLDPLATFORM.COM and any pertinent platform-related programming source codes, to **DOTONLINE** or any other agreed upon limited liability company.

Any material decision, including strategic plan, corporate formation and structure, banking or fund allocations to 3rd party providers relating to the **TLD PLATFORM**, must be approved and agreed upon by both **CGR** and **TUDOR T**.

- J.** Upon signing this contract, subject to the terms, specifications, conditions, provisions, and specifications herein set forth, **TUDOR T** agrees to wire the funds for Sections G, H and I by the wiring dates expressed in each corresponding Section to the bank account:

Beneficiary Business Name: CGR Ecommerce Ltd

Beneficiary Contact Name: Constantinos Roussos

Beneficiary Contact Telephone: (+1) 310 985 8661

Bank Address: 888 7th Street, Suite 100, Los Angeles, CA 90017, USA

Routing Number: 026009593

Account Number: 06001 67726

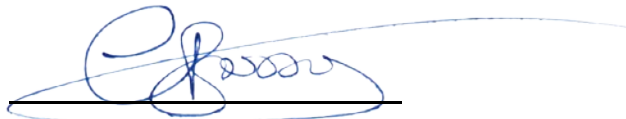
SWIFT Code number: BOFAUS3N

- K.** This Agreement cancels, supersedes and voids all prior agreements, whether verbal or in writing that relate to the sales of shares in any way shape or form and with respect to the subject matter, between all parties involved, including any related 3rd-parties not mentioned in this Agreement. Notwithstanding, due the nature of **TUDOR T** being a regulated private financial institution (hedge fund), **TUDOR T** shall reserve the right to transfer or to assign its obligations hereunder in part, or in whole and **CGR** shall not, unreasonably, deny such action by **TUDOR T**.
- L.** This Agreement shall be governed and construed in accordance with the laws of the Cyprus, except to which such laws conflict with Cayman Islands law. In such respect, the parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the court of competent jurisdiction located in Cyprus. Trial by jury is waived, without mutual consent of the parties hereto.
- M.** Prior to any court proceeding, the parties hereto are in agreement to take any grievance or dispute to mediation before the Chamber of Commerce nearest the party complaining and where such mediation resolves the matter, then the matter shall be considered "settled" in totality.

READ and AGREED BY THE PARTIES:

CGR E-COMMERCE LTD

Signature: _____



Constantinos Roussos

Managing Director

Date: July 24th, 2012

Tudor T & Credit Union Societe

per: _____



Michael O. Powell, Trustee

Chairman & Chief Executive Administrator

Date: July 24th, 2012

EXHIBIT D



Tudor T & Credit Union Societe
Michael O. Powell, Trustee
Chairman & Chief Executive Administrator

26 July, 2012

Dear Mr. Powell,

Thank you for your investment in DotMusic, DotSong, and DotOnline. We are looking forward to a great future in our business relationship with you.

We understand you have an inquiry concerning the process and flow of income to the .MUSIC registry. We have included here the 4 year projections for the registry and hope that this will address your questions. As you will find the registry is expected to be highly profitable from year 1 of operations and onwards given the high margins of the registry business.

From a practical standpoint the registry is already set up and ready for launch. The process by which income flow to a registry is as follows:

The domain names (e.g. powell.music) will be registered through a network of registrars (e.g. Godaddy) of which currently about 1000 exist worldwide, and through their respective resellers.

Each registrar is obligated to have an account with a positive balance at the registry. Every time an end-user completes a domain name registration through a registrar, the registrar is required to charge the end-user the registration fee prior to conducting the domain name registration with the registry – and at the time of registration the registry will withdraw the corresponding registration fee from registrar's account.

This means that the income stream is constant and immediate since registrant payments are guaranteed upon registration.

We hope that the included material address your inquiry, but please do not hesitate to let us know if you have any follow-up or additional questions.

Kind regards,

Constantine Roussos
DotMusic Ltd
Founder

Website: www.music.us

Email: costa@music.us

Mobile: +1 (310)-985-8661 (USA) / +357 99433161 (Cyprus)

.MUSIC

Assumption 1: 7.9% - Average TLD growth per year (Verisign Domain Industry Brief, 2011) **Assumption 2:** Specialty Sponsored TLD Volume: 1 million (.MOBI)

Assumption 3: Monthly search volume of "Music" search term: 277,000,000 (Google Adwords) **Assumption 4:** .TRAVEL/.XXX domain average price \$99

Assumption 5: Total sunrise registrations - 80,000 (ICM Registry, .XXX, 2011) - <http://www.icmregistry.com/press/icm-registry-closes-sunrise-period-with-80000-applications-for-xxx-domain-names>

Revenues	Cost/Unit	Year 1	Year 1	Year 1	Year 2	Year 2	Year 2	Year 3	Year 3	Year 3	Year 4	Year 4	Year 4
		#Registr.	Total Yrs	Revenue	#Registr.	Total Yrs	Revenue	#Registr.	Total Yrs	Revenue	#Registr.	Total Yrs	Revenue
Sunrise (1 Year)	150	175000	175000	26250000									
Sunrise (2 Years)	198	35000	70000	6930000									
Sunrise (3 Years)	242	7000	21000	1694000									
Sunrise (5 Years)	330	3500	17500	1155000			3.50						
Sunrise (10 Years)	546	1750	17500	955500									
Landrush (1 Year)	50	122500	122500	6125000									
Landrush (2 Years)	48	17500	35000	1680000			Annual Domain Registration Growth Rate						
Landrush (3 Years)	46	14000	42000	1932000			1.079						
Landrush (5 Years)	45	10500	52500	2362500									
Landrush (10 Yrs)	44	5250	52500	2310000									
General (1 Year)	50	105000	105000	5250000	434298	434298	21714875	468607	468607	23430350	505627	505627	25281348
General (2 Years)	48	17500	35000	1680000	75530	151060	7250880	81497	162994	7823700	87935	175870	8441772
General (3 Years)	46	8750	26250	1207500	32100	96301	4429835	34636	103909	4779791	37372	112117	5157395
General (5 Years)	45	5250	26250	1181250	20771	103854	4673419	22412	112058	5042619	24182	120911	5440986
General (10 Years)	44	3500	35000	1540000	11330	113295	4984980	12225	122245	5378793	13190	131903	5803718
Total Volume (Annual 7.9% Growth)		532000	833000		574028	898807		619376	619376		668307	668307	
Total Revenues (Without Auctions)				\$62,252,750			\$43,053,988			\$46,455,253			\$50,125,218
Costs													
Service Provider Fees @\$3.5	3.5			-2915500		3.9	-3505347.3		3.8	-2353630		3.7	-2472736
ICANN Fees @\$0.25	0.25			-208250		1	-898807		1	-619376		1	-668307
Escrow Fees @\$0.25	0.25			-208250		0.5	-449403.5		0.5	-309688		0.5	-334153
Premium Domains (10,000)		10000											
Service Provider Fees (discounted)	1			-10000	2		-20000	2		-20000	2		-20000
ICANN Fees @\$0.25	0.25			-2500	1		-10000	1		-10000	1		-10000
Escrow Fees @\$0.25	0.25			-2500	0.5		-5000	0.5		-5000	0.5		-5000
Hosting @\$10	10			-100000	15		-150000	17.5		-175000	19		-190000
Bandwidth CDN @\$15	15			-150000	15		-150000	17.5		-175000	19		-190000
Development @\$30	25			-250000	10		-100000	5		-50000	5		-50000

Total Premium Domain Cost			-515000		-435000		-435000	-465000	
Other Programming/Software/Dev	500000		-500000	0.75	-375000	1	-375000	0.75	-281250
Staff (With Social/Insurance/Other)									
CEO	200000	1	-200000	1	-200000	1	-200000	1	-200000
COO	160000	1	-160000	1	-160000	1	-160000	1	-160000
CTO	125000	1	-125000	1	-125000	1	-125000	1	-125000
CMO	100000	1	-100000	1	-100000	1	-100000	1	-100000
Legal Counsel	125000	1	-125000	1	-125000	1	-125000	1	-125000
Compliance	80000	1	-80000	1	-80000	1	-80000	1	-80000
Sales (x2)	50000	2	-100000	3	-150000	4	-200000	4	-200000
Support (x2)	50000	2	-100000	3	-150000	4	-200000	5	-250000
Administration (x2)	50000	2	-100000	2	-100000	2	-100000	2	-100000
In-house Programmer (x2)	90000	2	-180000	2	-180000	2	-180000	2	-180000
Total Staff			-1270000		-1370000		-1470000		-1520000
Marketing									
Traditional Advertising	20000	12	-240000	0.75	-180000	0.75	-135000	0.5	-67500
PR (Monthly)	6000	12	-72000	0.75	-54000	0.75	-40500	0.75	-30375
SEO	10000	12	-120000	0.5	-60000	0.5	-30000	0.75	-22500
SEM (Monthly Pay-Per-Click)	30000	12	-360000	0.75	-270000	0.75	-202500	0.75	-151875
SMO (Monthly Pay-Per-Click)	20000	12	-240000	0.75	-180000	0.75	-135000	0.75	-101250
Conference/Sponsorship/Members	250000	1	-250000	1	-250000	1	-250000	0.75	-187500
Registrar (95% Reach)	N/A	1	0	1	0	1	0	1	0
Total Marketing			-1282000		-994000		-793000		-561000
Legal	200000		-200000	1.5	-300000	1.2	-360000	0.75	-270000
Office (Rent/Other) - Monthly	6000	12	-72000	1.1	-79200	1.1	-87120	1.05	-91476
ICANN Application / Yearly Fees	185000	1	-185000		-25000		-25000		-25000
Continuity of Operations/Insurance	200000	1	-200000						
Registry Set-Up (Consulting/App/Legal)	500000	1	-500000						
Total Costs			-\$8,056,000		-\$8,431,758		-\$6,827,814		-\$6,688,922
Pre-Tax Profit			\$54,196,750		\$34,622,230		\$39,627,439		\$43,436,296
Tax (10% in Cyprus)			-\$5,419,675		-\$3,462,223		-\$3,962,744		-\$4,343,630
After-Tax Profit			\$48,777,075		\$31,160,007		\$35,664,695		\$39,092,667

EXHIBIT E

New gTLD Application Submitted to ICANN by: DotMusic Limited

Application Downloaded On: 16 May 2014

String: MUSIC

Application ID: 1-1115-14110

Applicant Information

1. Full legal name

[DotMusic Limited](#)

2. Address of the principal place of business

[19 Mesolongiou Street Lemesos - 3032 CY](#)

3. Phone number

[+1 310 985 8661](#)

4. Fax number

[+357 25363193](#)

5. If applicable, website or URL

<http://music.us>

Primary Contact

6(a). Name

[Constantinos Roussos](#)

6(b). Title

[Founder](#)

6(c). Address

6(d). Phone Number

[+1 310 985 8661](#)

6(e). Fax Number

6(f). Email Address

costa@music.us

Secondary Contact

7(a). Name

[Tina Dam](#)

7(b). Title

[COO](#)

7(c). Address

7(d). Phone Number

[+1 310 862 2026](#)

7(e). Fax Number

7(f). Email Address

tina@music.us

Proof of Legal Establishment

8(a). Legal form of the Applicant

[Limited Liability Company \(Ltd\)](#)

8(b). State the specific national or other jurisdiction that defines the type of entity identified in 8(a).

Cyprus Companies Law Republic of Cyprus, Ministry of Commerce, Industry and Tourism Department of Registrar of Companies and Receiver, Nicosia

8(c). Attach evidence of the applicant's establishment.
Attachments are not displayed on this form.

9(a). If applying company is publicly traded, provide the exchange and symbol.

9(b). If the applying entity is a subsidiary, provide the parent company.

9(c). If the applying entity is a joint venture, list all joint venture partners.

Applicant Background

11(a). Name(s) and position(s) of all directors

Name	Position
Constantinos Roussos	Managing Director

11(b). Name(s) and position(s) of all officers and partners

Name	Position
Tina Dam	COO

11(c). Name(s) and position(s) of all shareholders holding at least 15% of shares

Name	Position
Constantinos Roussos	Managing Director

11(d). For an applying entity that does not have directors, officers, partners, or shareholders: Name(s) and position(s) of all individuals having legal or executive responsibility

Applied-for gTLD string

13. Provide the applied-for gTLD string. If an IDN, provide the U-label.
MUSIC

14A. If applying for an IDN, provide the A-label (beginning with "xn--").

14B. If an IDN, provide the meaning, or restatement of the string in English, that is, a description of the literal meaning of the string in the opinion of the applicant.

14C1. If an IDN, provide the language of the label (in English).

14C2. If an IDN, provide the language of the label (as referenced by ISO-639-1).

14D1. If an IDN, provide the script of the label (in English).

14D2. If an IDN, provide the script of the label (as referenced by ISO 15924).

14E. If an IDN, list all code points contained in the U-label according to Unicode form.

15A. If an IDN, upload IDN tables for the proposed registry. An IDN table must include:

1. the applied-for gTLD string relevant to the tables,
 2. the script or language designator (as defined in BCP 47),
 3. table version number,
 4. effective date (DD Month YYYY), and
 5. contact name, email address, and phone number.
- Submission of IDN tables in a standards-based format is encouraged.
-

15B. Describe the process used for development of the IDN tables submitted, including consultations and sources used.

15C. List any variants to the applied-for gTLD string according to the relevant IDN tables.

16. Describe the applicant's efforts to ensure that there are no known operational or rendering problems concerning the applied-for gTLD string. If such issues are known, describe steps that will be taken to mitigate these issues in software and other applications.

DotMusic has carefully examined the applied-for string "MUSIC" and found that deployment of it will not cause adverse operational, rendering issues, or general user-confusion issues due to visual similarity with existing TLDs/ISO3166 lists/ICANN reserved list of names & list of ineligible strings.

However some non-adverse issues exist and mitigation plans are developed for them to ensure a careful and a safe introduction, as follows:

1. Application software is not consistent in their functionality across TLDs, including for example:

- Length of TLD, where some software was programmed to only accept email or web strings ending in .com, or perhaps of the length of 2 or 3 characters.
- Name completion, where when you enter "example" in a browser bar you get "exam-ple.com" or diversion to a search engine.
- Display of A-labels for SLDs as opposed to the U-label entered or clicked on and hence expected by the user.
- Other affirmative decisions based on trusting a certain TLD, domain type, and/or management of the subdomains of the TLD, where some could result in blocking the TLD and all its subdomains.

Jointly these issues results in non-consistent user-experience across applications. Some are historic and simple information will help solve them; the issue with TLDs longer than 2 or 3 characters that was a big issue in the 2000-01 new TLDs but now largely eliminated; other has to do with trust in the TLD Policies.

DotMusic staff has worked directly with all ICANN projects concerning the Universal Acceptance of TLDs since 2003, and will continue. DotMusic has initiated an outreach campaign communicating with Browsers and Search Engine Operators to provide information about the .MUSIC TLD mission, registration policies associated protection mechanism. DotMusic staff has and will participate in application-focused events to mitigate the issues and thereby provide a consistent approach for .MUSIC registrants and users. DotMusic takes full responsibility for any such issues; will provide information for registrars and work jointly with the gTLD stakeholders to enable general global acceptance of all TLDs.

2. Visual Confusion

DotMusic has conducted due diligence in comparing the string "music" toward any existing TLDs, future ccTLDs, 3-character country codes per the ISO list, reserved and otherwise ineligible strings per the ICANN Applicant Guidebook, and against any country- or territory names. .MUSIC is represented in standard ASCII, fulfills technical standards and due to the length, construction, and meaning of the string, we have found that it is not conflicting with any of the restrictions placed by ICANN. We have also found that the string does not relate confusingly to a country-regional/geographic name.

As a result the TLD is safe for delegation and will not create adverse effects for registrants and users of the domain name under it.

17. OPTIONAL.

Provide a representation of the label according to the International Phonetic Alphabet (<http://www.langsci.ucl.ac.uk/ipa/>).

18A. Describe the mission/purpose of your proposed gTLD.

The .MUSIC Mission/Purpose is:

- Creating a trusted, safe online haven for music consumption & licensing
- Establishing a safe home on the Internet for Music Community ("Community") members regardless of locale or size
- Protecting intellectual property & fighting piracy
- Supporting Musicians' welfare, rights & fair compensation
- Promoting music and the arts, cultural diversity & music education
- Following a multi-stakeholder approach of fair representation of all types of global music constituents, including a rotating regional Advisory Committee Board working in the Community's best interest

The global Music Community includes both reaching commercial and non-commercial stakeholders. Details of Music Community Establishment can be found in question #20.

.MUSIC will effectively differentiate itself by addressing the key online usage issues of safety, trust, consistency, brand recognition as well as communicate site subject-matter: music-related content. The TLD will be exclusive to the Community and will incorporate enhanced safeguards and Use policies to protect creators, intellectual property and rights holders.

DotMusic will also provide non-registry services and activities which have been established through ongoing outreach efforts. Community members need to be able to distinguish themselves from illegal or unlicensed sites. Ensuring monies flow to rightful owners and the Music Community is critical to the .MUSIC Mission. Purpose-driven services and activities are:

1. Development of Music Community Social Network Premium Domain Channels (Channels) sorted by category types, e.g. genres. It will leverage Search Engine Optimization (SEO) best practices to improve .MUSIC website search result rankings. The objective is for .MUSIC domains to signal a badge of trust that enables search engines to provide music consumers more relevant and safer search results while reducing infringing and unlicensed rogue sites. Premium Channel development will also include a global Song Registry
2. Promoting arts and music through sponsorships, events and Music Community activities; Enriching society with artistic and cultural diversity;
3. Advancing music education and the study of music in school curriculum by donating proceeds of domain registrations to relevant causes
4. Re-inventing music discovery and search innovation by leading the way to establish the Industry standard for official music sites to benefit the at-large global Music Community and the Internet
5. Enabling legal music licensing via a global Song Registry akin to the International Music Registry (IMR - www.wipo.int/imr) & Global Repertoire Database (GRD - www.globalrepertoiredatabase.com / International Copyright Enterprise) initiatives.

The Mission/Purpose has been established through interactions with the Community via numerous outreach activities and upon experiences gained in previous ICANN new gTLD introductions. The Mission/Purpose is consistent with ICANN's Affirmation of Commitments (AoC) and Basic Principles of the IMR with participants including RIAA, IFPI, SCAPR, ACTRA, SAMRO, IRSC, ECAD, CIAM). These include:

- The "vital importance of transparency, openness and non-discrimination." (www.internationalmusicregistry.org/portal/en/basic_principles.html)
- "Ensuring accountability, transparency and the interests of global Internet users", "enhancing the operational stability, reliability, resiliency, security, and global interoperability of the DNS" and "promoting competition, consumer trust, and consumer choice" while "adequately addressing consumer protection, malicious abuse, and rights protection issues" (www.icann.org/en/about/agreements/aoc/affirmation-of-commitments-30sep09-en.htm)

DotMusic Mission/Purpose guiding principles:

TRANSPARENCY OPENNESS & ACCOUNTABILITY

DotMusic has been an accessible and transparently visible .MUSIC applicant since 2008 communicating its intentions publicly at music events, online through its website and social media outreach, and through mainstream/non-mainstream media. The .MUSIC registration policies and protection mechanisms have been developed using a bottom-up, multi-stakeholder methodology with input from international Music Community members in both the commercial and non-commercial sector.

DotMusic serves the Community without conflicts of interest and is accountable to the Community by establishing an Advisory Committee & Policy Board with representation from each constituency in the Community. The Committee will advise and provide perspective on .MUSIC issues such as

broad policy matters and introductions of new services to meet Community needs.

INTERNATIONAL COMMUNITY PARTICIPATION, COMMUNICATION AND OUTREACH

Since 2008, DotMusic has participated in over one hundred public events globally (www.music.us/events.htm), including public speaking engagements, keynote addresses, major music and domain conferences, festivals, events and expos; earned media (broadcast, online and print) in major mainstream publications, online press, and thousands of blog and social media mentions; over 1.5 million emails of support; top search engine results for .MUSIC site(s); and over 5 million social media followers; sponsored major Music Community events globally to explain the intended benefits of the .MUSIC TLD, requesting support and letters of intent or interest by partners or Music Community Member Organizations (mCMO) for this .MUSIC application.

Specific details of these activities can be found in response to question 18b(vi). Support letters are attached in response to question 20f (Updated list: www.music.us/letters). .MUSIC is trademarked in over 20 countries; has been using the brand in commerce (<http://music.us/commerce>), advertising and sponsorships, in domain registrations as an authorized reseller, merchandising and other commercial activities.

STANDARDS COMPLIANCE, SECURITY, RESILIENCY, AND STABILITY

Afilias is the DNS Registry provider for .MUSIC. Details of technical and operational capabilities matching the .MUSIC mission are provided in responses to questions #24-44.

COMPETITION, INNOVATION, FAIRNESS, AND CONSUMER CHOICE

Balanced domain registration restrictions and a broad Music Community definition ensures the entire Music Community can register .MUSIC domains, provides fairness in .MUSIC domain availability, advantaged branding position, avoid anti-competitive concerns and anti-trust actions.

The Premium Channels will maximize the competitive landscape and innovation in both the music and domain space.

INTELLECTUAL PROPERTY PROTECTION AND TRUST

In consultation with major music constituents, including multiple Coalitions (such as a Coalition that include the RIAA, ASCAP, BMI, SESAC, IFPI, A2IM, FIM, CISAC, IMPALA, NMPA, SABAM, FIM and others), DotMusic has developed policies to protect intellectual property, fight piracy and ensure .MUSIC domains are allocated in a fair method so that music consumers and Internet users are assured the highest level of trust and authenticity when they visit a .MUSIC domain.

A Global Protected Marks Lists (GPML) will reserve all major music brands and established artists, such as RIAA-certified platinum-selling bands.

Phased launches provides rights holders a first-come in the .MUSIC Sunrise, auction of multiple initial landrush domain inquiries, and eventually allows all stakeholders of the Community to register. All registrants must adhere to restricted Use, Name and Anti-Abuse policies that will be monitored to prevent bad practices harming the Music Community.

Dispute mechanisms, compliance efforts, and data validation processes will provide an added level of trust.

DotMusic will conduct reviews of the applicability, usability, overall Community satisfaction. Results will be provided to the Music Community publicly for feedback and we look forward to providing review results and expertise in the ICANN Post-Launch

18B. How do you expect that your proposed gTLD will benefit registrants, Internet users, and others?

.MUSIC will benefit the registrants and Internet users by providing an immediately-identifiable exclusive domain for the Music Community to use as their online home. Registrants will have the opportunity to register their preferred domain under .MUSIC which might not be available today under .COM or other preferred TLDs.

(i) The .MUSIC goal is to provide an exclusive, trusted, safe music-branded domain for the Music Community. .MUSIC will enable the Community to project identification, accountability and transparency to Internet users under a unique, music-themed domain.

TRUSTED gTLD

Trust will be achieved via protection policies and associated compliance functions to increase legal music consumption and ensure monies flow to rightful owners not pirates. Relevant, trusted content will enable search engines to rank .MUSIC domains higher in music-related searches than illegal sites.

PREMIUM CHANNELS

DotMusic has conducted an extensive communications outreach campaign and research activities within the Community to identify needs for value-added services beyond .MUSIC domains. It has been affirmed that the Community has a need for (i) a faster, easier and simpler way to license songs on a global basis and (ii) differentiated online resources of information about music, containing regional, national and local Community member information, powered by their associated dynamic content, services or products.

Premium Channels will offer opportunities to promote cultural diversity and unique music content. The level of information and content shared in the Premium Channels will be at the sole discretion of registrants. Registrants can promote themselves, their content, share contact information, communicate, network and engage in commerce with music consumers and each other. Unlike using search engines, the Premium Channels will provide Internet users a quick and intuitive search mechanism through direct navigation discovery. For example, a music consumer searching for reggae music can directly visit "reggae.MUSIC" to find registrants that offer reggae-related music, content, services and products. Premium Channels will:

- Promote Community members
- Increase legal commerce/business/collaboration
- Facilitate the sharing of contact information & enable more efficient communication
- Provide a quick and intuitive reference to music-related content through direct navigation
- Offer networking opportunities & increased exposure
- Promote cultural diversity, the arts & music education
- Differentiate Community members from each other
- Promote interaction, communication & support amongst the Community
- Promote music innovation

The Premium Channels will also include the development of a global Song Registry to facilitate a faster, easier and simpler way to legally license registrant songs.

(ii) .MUSIC will advance competition, differentiation and innovation in many ways. It will provide competition to TLDs that Community members might otherwise choose. .MUSIC domains restricted only to the Community will provide members branding differentiation along with the opportunity of registering their preferred domain under a self-explanatory music-themed TLD that clearly identifies them.

An exclusive and uniquely identifiable .MUSIC TLD will provide the Community differentiation that also benefits users who are searching for music-related content from international regions. DotMusic will provide Premium Channels and a Song Registry where the Community and Internet users can network, share information and engage in commerce in a trusted, secure ecosystem – a safe haven for legal music consumption and song licensing ensuring monies flow to the Community not unlicensed sites.

.MUSIC will compete with existing TLDs and be aligned with the FCC on principles affirming that "free and open competition benefits consumers and the global community by ensuring lower prices, new and better products and services, and greater consumer choice than occurs under monopoly conditions. A competitive market promotes innovation by rewarding producers that invent, develop, and introduce new and innovative products and production processes. By doing so, the wealth of the society as a whole is increased (FCC, Competition in Telecommunications Services, www.fcc.gov/connectglobe/sec5.html)."

Through its value chain, DotMusic will prevent TLD commoditization and achieve a competitive advantage by developing a unique differentiated TLD with Premium Channels offering registrants a more compelling value proposition than existing TLDs.

Stimulating competition and innovation is paramount to DotMusic's Mission. The .MUSIC rotating, all-inclusive, global multi-stakeholder Advisory Committee and Policy Board will not only represent the interests of all constituents but will also ensure any policy incorporated is consistent with the .MUSIC Use Policy and Mission/Purpose benefitting a multi-stakeholder model of neutral, equal and fair representation deterring anti-trust/anti-competitive practices. .MUSIC will be run in an all-inclusive manner serving the global Community as a critical public resource benefitting and empowering all constituents in a non-discriminatory and fair manner irrespective of size, locale or commercial/non-commercial status.

To mitigate any anti-trust or privacy issues associated with registrant user data (such as highly-sensitive private or trade proprietary information) that compromises the confidentiality of Community members, DotMusic will incorporate Community membership eligibility restricted only to members verifying themselves as Community members based on NAICS/ISIC classifications and agreeing to Community-focused Use policies and dispute resolution/takedown mechanisms to benefit the .MUSIC Mission/Purpose and multi-stakeholder mission and to protect DotMusic from privacy and monopoly laws. Any violation of the membership criteria, Use and other Policies might lead to the cancellation of membership status, including domain takedown if deemed appropriate.

Community members will be able to use their membership credentials to be included in the uniquely-classified Premium Channels that are sorted according to NAICS/ISIC classifications. For example, music publishers (NAICS code 512230) will be able to organically self-categorize themselves in a highly relevant manner and be included in the Publishers.MUSIC Premium Channel using their membership credentials to participate.

DotMusic will also stimulate innovation through intellectual property (IP) protection (National Economic Council, A Strategy for American Innovation: Securing our Economic Growth & Prosperity;

www.whitehouse.gov/innovation/strategy, 2011). By promoting innovation and protecting IP rights DotMusic will harness the inherent creativity of its Community. Innovation, the process through which new ideas are generated and commercialized, is a key force behind Music Community global economic growth and competitiveness and the creation of new and better ways of producing goods/services (Maddison, Angus, The World of Economy, Organization for Economic Co-operation & Development, 2006).

Innovation protected by IP rights is paramount to creating new music jobs and growing music exports having a positive pervasive effect on the entire Music Community with benefits flowing both upstream (supply chain) and downstream (distribution) to every constituent fueling creativity, commercial distinctiveness and promoting open, competitive markets.

DotMusic's incorporation of enhanced safeguards will protect creators from unlawful use of their work and be consistent with ESA-USPTO perspectives outlining that effective IP protection spurs innovation, competition, and technology advancement in markets in which IP is transacted (ESA & USPTO, U.S Department of Commerce, Intellectual Property & U.S Economy, www.esa.doc.gov/sites/default/files/reports/documents/ipandtheuseconomyindustriesinfocus.pdf, 2012).

DotMusic will:

- Harness an environment that promotes creation & innovation
- Protect creators from unauthorized IP infringement
- Facilitate legal exploitation of rights
- Stimulate new innovative music business models & licensing opportunities
- Enable a more efficient market

(iii) Traditional search engine results pages are agnostic whether music-related domains are legal or not. Despite the fact that there are less than 1000 legal music download stores on the web, the number of illegal sites significantly outnumber legal sites resulting in rampant, widespread music piracy and hundreds of thousands of monthly URL takedown requests. Piracy continues to adversely affect music sales and hurt the Community. However when visiting .MUSIC sites Internet users are provided with immediate music identification and a level of confidence and trust not available today.

Many legal music download stores do not offer songs directly through an open web browser but require consumers to use their proprietary software to access and buy songs. Since there are only a few search engine-friendly legal music sites to compete with illegitimate sites, most music-related search rankings are dominated by unlicensed sites. In many cases, 80% of artist-related top search engine results are infringing sites according to the IFPI: "Mass numbers of takedown notices are sent to search engines each month asking them to delist links to non-legal content. However, response times vary and delays still occur...there are also sometimes restrictions on the number of non-legal links that rights holders can notify. These need to be removed, and search engines should take measures to prevent notified infringing links re-appearing in results (www.digitalmusicnews.com/permalink/2012/120124search)."

Premium Channels will reduce exposure to pirated content to Internet users by serving secure and high quality relevant content to search engines to achieve top search engine results for a long tail of music-related keywords served by the differentiated, unique and niche Premium Channels incorporating local, national and regional searches. This type of search result ranking criteria is already implemented by search engines with existing TLDs (such as .DE for local content served to users in Germany).

Search engines will modify their algorithms to accommodate relevant, high quality and unique content, especially if it can be used as a filter to counter copyright-infringing sites and provide better search results.

.MUSIC domains can serve as trusted signals for search engines and used as filters for legal, licensed and safe music sites with relevant, quality content. .MUSIC domains will be validated to belong to Community members, who can only use the domains under Community-focused Policies. This way, Internet users will experience trusted interactions with registrants and be confident that any interaction is with legitimate Community members.

(iv) DotMusic has implemented measures to protect IP rights in registrations under .MUSIC, and to ensure that .MUSIC domains are used in a manner benefitting the Community resulting in reducing bad behaviors that currently exist relating to IP infringement.

Policies are built to match Community needs based on Community feedback and experience from the previous ICANN new gTLD launches. They are established to ensure a higher security level for .MUSIC domains than what is considered standard requirements for gTLDs.

.MUSIC will be launched with all standard gTLD registration rules (See response 27 for .MUSIC lifecycle). DotMusic will also adhere to all ICANN-mandated rights protection mechanisms and consensus policies (See 20e response).

RESERVATION PROTECTION: Second-level names will be reserved per ICANN requirements, including country-territory names (see response 22) and names for registry operations.

INNOVATIVE PREMIUM NAMES RESERVATIONS: Premium name reservations to develop the Premium Channels (e.g Rock.MUSIC) to promote registrants and enable music discovery.

RIGHTS PROTECTION & NOTIFICATIONS SYSTEM:

- Globally Protected Marks List (GPML) will reserve and protect domains of major music brands and established artists, such as RIAA-certified platinum-selling bands against cybersquatting.
- Trademark Clearing House will be implemented per ICANN specifications.
- Names Selection Policy ensuring that only music-related names are registered as domains under .MUSIC; restrictions:
 - 1) The name of (entire or portion of) the musician, band, company, organization, e.g. the registrant's "doing business as" name
 - 2) An acronym representing the registrant
 - 3) A name that recognizes or generally describes the registrant
 - 4) A name related to the mission or activities of the registrant

THREE TIME-RESTRICTED LAUNCH PHASES: (i) Sunrise for and to protect trademark holders (ii) Music Community Member Organization (MCMO) Landrush for registrants with demonstrated MCMO memberships (iii) a premium names Landrush period.

Multiple applications for the same domain will be decided upon via a mini-auction after each phase. Following the completion of these phases the .MUSIC domain registration is available to the Community members on a first-come-first-serve availability (General registration).

USE POLICY for all domain registrants under .MUSIC regardless of the applicable launch phase; incorporated in the registration agreement for all registrants. The primary goal of the policy is to allow registrars and DotMusic to take down domains that violate Policies and IP rights (See response 20).

ANTI-ABUSE POLICY for all registrants under .MUSIC; incorporated in the registration agreement for all registrants to prevent malicious use of domains which can lead to security and stability issues for the registry, registrars, registrants and Internet users (See response 28).

REGISTRY DATA VALIDATION: DotMusic will validate elements of the received WHOIS data as a requirement for domain registration, also providing access to Premium Channels, such as the registrant's:

- Email address through validation links
- Phone number through validated PIN-codes

COMPLIANCE & ENFORCEMENT

DotMusic will take proactive and reactive measures to enforce its Policies. Proactive measures are taken at the time of registration. Reactive measures are addressed via compliance and enforcement mechanisms and through dispute processes.

Allegation that a domain is not used for legitimate music purposes or otherwise infringes on Policies shall be enforced under the provisions of the .MUSIC Policy & Copyright Infringement Dispute Resolution Process ("MPCIDRP"); described in question 28 response.

The MPCIDRP is not a replacement for alleged violation of the UDRP/URS/PDDRP/RRDRP, which shall be enforced under the provisions contained therein.

The DRP's are required in the registrars' registration agreements with registrants. Proceedings must be brought by interested 3rd-parties in accordance with associated policies and procedures to dispute resolution providers.

DotMusic will conduct random compliance checks across all the .MUSIC Policies. Periodically a sample of .MUSIC registrations will be verified for compliance with all established Policies. If a registrant is found out of compliance with any of the .MUSIC Policies the registrant will be notified that the domain will be placed on registry lock. The registrant will have a reasonable time period to fix the compliance matter or the domain will be terminated.

Repeat offenders of Policies will be placed on a special monitoring list that DotMusic will conduct additional compliance checks against. DotMusic holds the right to prohibit repeat offenders from registering .MUSIC domains for a period of time or indefinitely.

DotMusic will review all policies and processes on a regular basis with involvement from the .MUSIC Advisory Committee and discussed publicly at Community events.

(v) .MUSIC will use best practices around privacy and data protection. Afiliias, the back-end registry provider will administer specific WHOIS protections per response 26, and promote WHOIS accuracy per question 28 response.

Most Community members want to be discovered and have as much visibility and exposure as possible. DotMusic will provide this unique and branded visibility. The domain registration services and Premium Channel participation offered to registrants will be designed to respect the privacy of personally identifiable and confidential information, including applicable laws. Information provided by registrants for inclusion in Premium Channels will be publicly accessible. All other information provided by registrants to establish compliance with the Policies will remain private.

(vi) To meet the benefits described in responses to 18b (i-v) DotMusic has conducted ongoing outreach activities to serve the global Community.

Pursuant to its mission, DotMusic has been publicly conducting global outreach to the Community since 2008 to explain the intended benefits of .MUSIC, requesting support, letters of intent or interest by partners and MCMOs for .MUSIC.

A complete list of events relating to the ongoing outreach efforts can be found at www.music.us/events.htm. Extensive use of differentiated .MUSIC sites, social media presence, marketing and thousands of discussions/media mentions were conducted on the web in an open, publicly-accessible manner. Over 1,500,000 have signed the .MUSIC TLD Initiative petition. Support letters are attached in response to question 20f. The most updated list can be found on www.music.us/letters. Other outreach efforts include:

- Earned media (broadcast, online, print): Forbes, Billboard, Hollywood Reporter, Los Angeles Times, Washington Post, World Trademark Review (www.music.us/news.htm), other major mainstream publications, online press, and thousands of blogs/social media mentions.
- Google and Bing search engines have ranked the official DotMusic website (www.music.us) on the top of search engine results for term "music" (#23 Google, #25 Bing - March 6th, 2012), which is one of the most competitive keyword terms on the web according to Google Adwords (277m global searches on Google, costing advertisers about \$9k a day in clicks for top rankings www.music.us/adwords/google-adwords-keyword-music.jpg).
- The official DotMusic site ranks on the top of both Google's and Bing's search engines for TLD terms such as "DotMusic", "dot music", "music domain", "music TLD", "music gTLD", "music top-level domain", "music generic top level domain" (www.music.us/seo).
- Social media: Participation of over 5 million social media followers across the most popular social media websites, active since 2009 with hundreds of thousands of communication/status updates for participants, including:
 - Myspace, the Internet's largest music artist community (4.2m friends: www.myspace.com/musicextension)
 - Facebook, the world's largest social media site (Over 100k likes on www.facebook.com/musicextension and www.facebook.com/dotmusic and about 5k group members on www.facebook.com/groups/46381289474)
 - Twitter, the world's largest micro-blogging site (200k+ followers on www.twitter.com/mus, about 50k followers on www.twitter.com/dotmusic, about 60k+ followers on www.twitter.com/musicextension, about 31k+ on www.twitter.com/dot_music, about 21k+ followers on www.twitter.com/musicdomain) and other social media sites.

DotMusic sponsored major Community events globally, including SxSW, Midem, Billboard, CMJ, Digital Music Forum, SF Music Tech, SoundCtrl, Social Media Week, ASCAP Expo, Popkomm, Miami Music Festival, Future of Music Policy Summit, Bandwidth, New Music Park Thing, and domain events such as ICANN meetings in Seoul/South Korea, Brussels/Belgium, Cartagena/Colombia. Outreach has spanned all geographical continents and segments of the Community. DotMusic will continue its global outreach throughout 2012 and beyond

18C. What operating rules will you adopt to eliminate or minimize social costs (e.g., time or financial resource costs, as well as various types of consumer vulnerabilities)? What other steps will you take to minimize negative consequences/costs imposed upon consumers?

(i)

In the three initial launch phases - Sunrise, mCMO Landrush and General Landrush - multiple applications will be resolved via auction. During the general availability stage domains will be allocated in a first come-first serve basis. Please refer to question 18b(iv) and 20e for more detail.

(ii)

The .MUSIC registration fee will adopt a moderate, competitive pricing point taking into consideration Community feedback and outreach, the TLD's premium value proposition, differentiation, security and safety concerns, and other significant factors such as:

1. Most Community members are price sensitive since they operate in a highly competitive, fragmented environment with decreasing average music consumer spending that is aggravated by rampant piracy and competition from other forms of entertainment and substitute products/services.

2. As illustrated by the McAfee's 2011 "Mapping the Mal Web" Report (http://us.mcafee.com/en-us/local/docs/MTMW_Report.pdf), pricing is one of the most influential factors considered by registrants aiming to conduct malicious activity and abuse. Low priced domains have a higher likelihood for abuse. Prices in the middle to higher end are enough of a sufficient financial barrier to entry to reduce the number of registrants offering low quality content not useful to most Internet users, such as parking pages. Premium pricing will also help reduce cybersquatting and piracy. Registrants are more likely to register a cheaper domain to conduct illegal activity since it is less financially risky.

3. A benchmark analysis of comparable gTLDs and ccTLDs existing today (Please refer to responses to questions 45-49 for assumptions).

DotMusic will not be low price leader in the domain space because low price leadership will have an adverse effect on DotMusic's objective to brand .MUSIC as a differentiated, value-added domain. Competing on price alone is not an effective strategy for DotMusic because it usually

leads to commoditization and a low-margin business that relies primarily on the core benefit of the TLD: the branded music-themed meaning of a novelty domain extension. Adopting a moderate, competitive pricing strategy will complement DotMusic's goal to continually invest in the TLD to create innovative services, provide new offerings, opportunities and benefits to registrants beyond a branded TLD and achieve augmented and potential product differentiation. Furthermore, DotMusic's goal is to align consumer perception of a differentiated TLD with an optimal domain price that communicates the premium nature of .MUSIC, its unique value proposition and benefits.

The .MUSIC price will also include registrant participation in the .MUSIC Premium Channels. DotMusic will offer the Music Community an affordable domain to build a unique and exclusive presence online, ensuring the cost of the domain is optimally priced to prevent malicious behavior and abuse traditionally experienced in lower priced domains and domains that lack enhanced safeguards. Depending on the cost of doing business and other economic factors, DotMusic may from time to time increase or lower the wholesale price in accordance with the provisions of Section 2.10 of the New gTLD Registry Agreement. However, final registration prices to registrants will be determined by accredited registrars. Registrants will have the flexibility to register a domain for a period of 1, 2, 3, 5 or 10 years. DotMusic might choose to incorporate cost benefits in relation to advantageous pricing, introductory discounts, or bulk discounts to assist in increasing domain sales if needed to meet registry financial and operational needs, especially in the situation where the most likely projected registration volume (see responses to questions #45-50) is not met. In that situation, DotMusic will strongly consider implementing targeted marketing campaigns that include discounted prices.

Otherwise DotMusic does not have specific plans for advantageous pricing, introductory pricing, nor plans for any bulk registration discounts.

(iii)

DotMusic will not offer long term or permanent contracts (beyond that of the maximum term of 10 years) for domains. DotMusic has carefully considered the needs of the Music Community in setting its prices on its services using a value-based pricing strategy as opposed to cost-based pricing methods. Any price escalations or reductions will be reasonably justified and managed in accordance with the provisions of Section 2.10 of the New gTLD Registry Agreement.

PARKING PAGES: DotMusic will prohibit the use of parked pages. .MUSIC sites will be subject to the content and use restrictions described in response to question 18b and question 20e. Parked sites can only be used as temporary pages assigned to a domain at the time of registration and stay in place until the registrant has a website developed and ready to go live in a reasonable time period.

.MUSIC and its Premium Channels offer a robust, cost-effective means for the Community to assert their identities online. DotMusic is committed to launch and manage .MUSIC in a responsible manner for the Community with enhanced safeguards. DotMusic's substantial activities since 2008 highlight the diligent preparation of this application to serve the Community's interest. This includes minimizing and eliminating social costs; establishing a better financial income stream for Community members; financially assisting by sponsoring Community causes, non-for profit organizations, events, conferences and educational activities; promoting legal music commerce; and assisting the Community in establishment of new improved innovative services to address their needs.

Steps and plans incorporated by DotMusic to minimize negative costs upon consumers, registrants and Internet users include:

DISCOVERY, SEARCH ENGINE & NETWORK EFFECT BENEFITS

A more indirect minimization of social costs relates to registrants and users having an immediate benefit of easy recognition and discovery via the .MUSIC Premium Channels. Engagement through Premium Channel social networks increases business opportunities and minimizes marketing costs for registrants.

DotMusic's goal to replace top search rankings of illegal music sites will be tackled by implementing search engine optimization best-practices for Premium Channels that will also complement .MUSIC registrant sites. This will increase general brand awareness and instill trust in .MUSIC sites by creating a safe haven for music consumption and improving international music discovery.

ENHANCED SAFEGUARDS & FIGHTING PIRACY

The .MUSIC Use policy, enhanced safeguards and Premium Channels will benefit registrants, IP rights holders and their music-related content and will help them achieve higher search engine rankings that would replace fraudulent sites that provide free or otherwise illegal music. As a result musicians, creators and other rights holders will enjoy more visibility and an additional income stream that otherwise was provided to illegal sites. This way .MUSIC can reduce the costs

and expenses imposed upon the Music Community to fight piracy.

STRATEGIC INNOVATION

- Fostering open innovation by building Premium Channels and developing a Premium Channel global Song Registry to enable easier, faster and simpler way to license music.

PURPOSE, VALUES & LEADERSHIP

- Creating an organizational culture with strong values and high integrity serving the Community and the public interest.
- Developing value-oriented, registrant-driven methods for measuring and recognizing performance while aligning management and leadership, culture and values, and strategy and vision with registrant customer-centricity.

CUSTOMER CENTRICITY

- Maintaining customer stickiness by simplifying and personalizing the TLD value proposition, enhancing Community engagement and complementing the network effect benefits offered by the diverse, targeted and niche Premium Channels.

GLOBAL MINDSET

- Expanding successfully across borders and cultures including launching language-based IDN channels to cater a multilingual growing Internet user base especially in regions with lower legal music penetration and consumption.

COMMUNITY & GOVERNANCE

- Enhancing the Advisory Committee & Policy Board's role in strategic planning, goal setting, initiating positive change and strengthening governance to ensure accountability, responsibility and ethical business practices in the public interest, while eliminating preventable social costs.
- Creating business and social value by adopting a shared values system of innovation that fosters successful interaction with key stakeholders, governments and non-government associations and promotes social responsibility towards the Community.
- DotMusic understands the difficulties faced by the content industries to cope with changes created by the digital revolution. DotMusic's neutral multi-stakeholder governance of equal representation of all music constituents is based on gaining stakeholder consensus to enable the development of a domain Industry standard in .MUSIC that serves registrants and Internet users and assures that rightful entities can own and leverage their .MUSIC domain to eliminate cybersquatting and piracy issues, while building trust with consumers to ensure commercial activities are trusted and monies flow to the music community not pirates or unlicensed sites.
- The .MUSIC Community, as established and delineated in Question 20, represents the majority of the overall Community and ensures that its expressions of support cover a balanced, diverse and representative blend of Community stakeholders, including constituents representing over 70 governments culture agencies and/or arts councils, over 35 countries' music information centers, music export offices, country-led music coalitions, digital distributors representing most of the music distributed on the leading legal music stores, music associations and organizations representing the interests of many Community members, and other entities. Refer to 20f for documented support from organizations representing a majority of the overall Community, including process and rationale behind expressions of support.

DOMAIN ALLOCATION, INDUSTRY STANDARDS & CONSUMER TRUST

DotMusic recognizes that many Community members do not own their domain names in .COM or other extensions because they were late to register their preferred domain name, were victims of cybersquatting or could not recover their domain from fans. This issue is prevalent for most popular artists that have a generic term as their name. DotMusic has incorporated enhanced safeguards, such as the Globally Protected Marks List to safeguard popular brands from cyberquatting, registration eligibility and use policies, and a MCMO domain allocation phase to benefit Community registrants. This way the .MUSIC domain will establish a new methodology of assigning domain names to the rightful owners. Consumers can type their favorite artistname.MUSIC directly in the browser bypassing Google and other search engines and ensuring music fans and consumers are accessing the legal, official artist site in the fastest and simplest way possible reducing Internet user search and time costs.

Officially licensed .MUSIC domains can give search engines a unique identifier and a signal of trust and relevancy not available today which can be used to achieve higher search results to help replace the proliferation of illegal rogue sites found in top of search results for music terms. This unique filter will help protect and benefit registrants, Internet users and instill trust in consumers since the DMCA has shown to be ineffective. Google URL takedown requests have more than doubled in less than a year, approaching about 300,000 URL removals a week. 5 out of the top 12 copyright owners requesting URL takedown requests are music entities (www.google.com/transparencyreport/removals/copyright/owners/?r=last-year). This problem does not

only harm the Music Community. It harms other IP-driven communities, such as movies, software, games and books.

Community buy-in is critical to establish these legal standards to facilitate safer, trusted and enhanced commerce on the web while fighting piracy and unlicensed sites. The music-themed domain is built with usage policies that will enable taking down infringing sites, protecting trademarks and help the exploitation of copyrights by providing a safe haven for legal music distribution, consumption and licensing.

The goal is to create a secure Industry standard domain matching Community needs with enhanced safeguards not available in current TLDs. Standards save money and drive productivity. The music-themed TLD will be launched in an intuitive, simple manner to leverage the interoperability, effectiveness and efficiency of the open web and the DNS. By using the same standards communicating data becomes easier and cheaper ensuring more revenue is distributed across the whole digital music supply chain to the rightful entities not rogue sites. The DotMusic Song Registry will also benefit the Community by enabling registrants to legally license their works territorially in a simple, fast and easy way. This way IP can be utilized and commercialized more efficiently to assist the Community to better serve an entire music value chain globally.

INTEROPERABILITY & TLD UNIVERSAL ACCEPTANCE

DotMusic will work with leading browser/application/software/web-related developers and vendors to lift any artificial constraints relating to .MUSIC. Universal acceptance efforts will complement the TLD and its utility to Internet users and help fulfill the continued realization of the Internet's potential for communication and commerce. DotMusic will conduct outreach efforts to technology providers to help incorporate new TLD interoperability standards relating to:

- Browsers & DNS tools
 - Registrars & RIR systems
 - Network infrastructure
 - Hosting & email
 - Network management & security tools
 - Applications
 - Databases
 - Hardware & devices
-

19. Is the application for a community-based TLD?

Yes

20A. Provide the name and full description of the community that the applicant is committing to serve. In the event that this application is included in a community priority evaluation, it will be scored based on the community identified in response to this question. The name of the community does not have to be formally adopted for the application to be designated as community-based.

The name of the community served is the "Music Community" ("Community"). The parentheses below reflect ICANN's Applicant Guidebook 4.2.3 Criterion Definitions; Delineation; Extension; Nexus; Uniqueness; Eligibility; Name Selection; Content and Use; Enforcement; Support; Opposition. DotMusic will use clear, organized, consistent and interrelated criteria to demonstrate Community Establishment beyond reasonable doubt and incorporate safeguards in membership criteria "aligned with the community-based Purpose" and mitigate anti-trust and confidentiality/privacy concerns by protecting the Community of considerable size/extension while ensuring there is no material detriment to Community rights/legitimate interests. Registrants will be verified using Community-organized, unified "criteria taken from holistic perspective with due regard of Community particularities" that "invoke a formal membership" without discrimination, conflict of interest or "likelihood of material detriment to the rights and legitimate interests" of the Community:

- (i) Qualification criteria as delineated by recognized NAICS codes corresponding to Community member classification music entity types. This classification-based delineation will also be consistent with registrant Premium Channel membership criteria ("ELIGIBILITY")
- (ii) Domain naming conditions ("NAME SELECTION")
- (iii) Restrictions relating to domain usage and content ("CONTENT & USE")
- (iv) Enforcement mechanisms to uphold Community Establishment and meet Nexus Criteria, consistent with our clear, organized delineation of the Community ("ENFORCEMENT")

The Community is a strictly delineated and organized community of individuals, organizations and business, a "logical alliance of communities of a similar nature ("COMMUNITY")", that relate to music: the art of combining sounds rhythmically, melodically or harmonically. "MUSIC" has no other significant meaning or name beyond the definition offered by popular dictionaries and encyclopedias that define "MUSIC" as relating to "combining sounds rhythmically, melodically or harmonically ("UNIQUENESS")." The Community corresponds to the community relating to "the art of combining sounds rhythmically, melodically and harmonically" ("IDENTIFY"). The Community is

distinct, sharing similar needs and attitudinal and behavioral patterns in relation to music-related activities, music production and its consumption. The "MUSIC" string matches the name ("NAME") of the Community and is the established name by which the Community is commonly known by others, such as the traditional media using phrases such as the "MUSIC" artists, "MUSIC" producers and "MUSIC" publishers to classify commonly known Music Community entity types ("NEXUS"). "MUSIC" matches the name of the Community entirely and is unique since no-one commonly refers to classes relating to the "MUSIC" Community using alternative words to replace the established Community word "MUSIC" identifying the Community ("UNIQUENESS"). For example, using a "COMMUNITY string" plus "CLASS" methodology, no-one refers to "MUSIC" "ARTISTS" as "SONG" "ARTISTS." The string "MUSIC" clearly identifies the Community and is unique and rarely replaceable in the Community language context perspective. Also the "MUSIC" string is commonly used in classification systems such as ISMN, ISRC, ISWC, ISNI and Dewey. For example, the Dewey Decimal Classification system, published in 1876 (LONGEVITY;PRE-EXISTING), has code 780 relating to "MUSIC".

The Community served is defined as music stakeholders being structurally organized using pre-existing, strictly delineated classes ("DELINEATION") and recognized criteria to clearly organize the Community ("ORGANIZED") classified by:

- North American Industrial Classification System codes (NAICS) used by the Census Bureau (www.census.gov/eos/www/naics) and Federal statistical agencies as the classification standard for the purpose of collecting, analyzing, and publishing statistical data related to the U.S.
- United Nations International Standard Industrial Classification (ISIC) system (www.unstats.un.org/unsd/publication/seriesM/seriesm_4rev4e.pdf), to "delineate according to what is the customary combination of activities" (www.unstats.un.org/unsd/class/family/family2.asp?Cl=17), such as those representing the Community.

The Music Community is strictly delineated using established NAICS codes that align with the (i) characteristics of the globally recognized, organized Community, and (ii) .MUSIC global rotating multi-stakeholder Advisory Board model of fair representation, irrespective of locale, size or commercial/non-commercial status, organized with the following delineation (corresponding NAICS code in parenthesis):

- Musical groups and artists (711130)
- Independent music artists, performers, arrangers & composers (711500)
- Music publishers (512230)
- Music recording industries (512290)
- Music recording & rehearsal studios (512240)
- Music distributors, promoters & record labels (512220)
- Music production companies & record producers (512210)
- Live musical producers (711130)
- Musical instrument manufacturers (339992)
- Musical instruments & supplies stores (451140)
- Music stores (451220)
- Music accountants (541211)
- Music lawyers (541110)
- Musical groups & artists (711130)
- Music education & schools (611610)
- Music agents & managers (711400)
- Music promoters & performing arts establishments (711300)
- Music promoters of performing arts with facilities (711310)
- Music promoters of performing arts without facilities (711320)
- Music performing arts companies (711100)
- Other music performing arts companies (711190)
- Music record reproducing companies (334612)
- Music, audio and video equipment manufacturers (334310)
- Music radio networks (515111)
- Music radio stations (515112)
- Music archives & libraries (519120)
- Music business & management consultants (541611)
- Music collection agencies & performance rights organizations (561440)
- Music therapists (621340)
- Music business associations (813910)
- Music coalitions, associations, organizations, information centers & export offices (813920)
- Music unions (813930)
- Music public relations agencies (541820)
- Music journalists & bloggers (711510)
- Internet Music radio station (519130)
- Music broadcasters (515120)
- Music video producers (512110)
- Music marketing services (541613)
- Music & audio engineers (541330)

- Music ticketing (561599)
- Music recreation establishments (722410)
- Music fans-clubs (813410)

The Music Community's geographic breadth is inclusive of all recognized territories covering regions associated with ISO-3166 codes and 193 United Nations countries ("EXTENSION") with a Community of considerable size with millions of constituents ("SIZE").

The Community has bought, sold, and bartered music for as long ("LONGEVITY") as it has been made (R. Burnett, International Music Industry, 1996 and P. Gronow, International History of the Recording Industry, 1998). The Community is a delineated network where production and distribution of music occur in a process relying on labor division and technology. Under such structured context music consumption becomes possible regardless whether the transaction is commercial and non-commercial (M. Talbot, Business of Music, 2002). The foundation for the structured and strictly delineated Community only resulted from the interplay between the growing music publishing business and an emerging public music concert culture in the 18th century ("PRE-EXISTING"). Consequently, music publishers and concert promoters assumed the function of institutional gatekeepers of the Music Community who decided which music reached consumers and in what form, thus setting the parameters within which creativity was able to unfold (P. Tschmuck, Creativity & Innovation in the Music Industry, Institute of Culture Management & Culture Science, 2006).

20B. Explain the applicant's relationship to the community identified in 20(a).

DotMusic is a member of:

- International Federation of Arts Councils & Culture Agencies (IFACCA) serving a global community of arts councils and government ministries of culture representing over 70 countries (www.ifacca.org)
- American Association of Independent Music (A2IM) serving the independent Music Community (www.a2im.org)
- National Association of Recording Manufacturers (NARM) the music business association formed in 1958 (www.narm.com)

DotMusic was founded in 2004 under the Music.us umbrella by Community member Constantine Roussos, an independent musician, songwriter and certified sound engineer, who also produced albums for artists such as Family of Snail, Katie Quinlan, Some Change from US, Pigeon's Rhythm and David Silverman. It was through his interactions with the Community that he recognized the opportunity for a safer and more trusted innovative, community-based music-themed TLD. He is also a member of the National Association of Recording Industry Professionals and other music organizations.

Other DotMusic team members include:

Robert Singerman: NARAS member with over 30 years of experience as an agent, manager, label executive, consultant, producer, venue programmer and music supervisor; represented R.E.M, Gipsy Kings, James Brown, Suzanne Vega, 10,000 Maniacs and others; directed the European Music Office for the European Commission (EU) and the French Music Export Office in the U.S; represents Brazilian music, funded by APEX, the Brazilian trade organization.

Ken Abdo: A known artist advocate; a life-long multi-instrumentalist/songwriter and former DJ; served as legal counsel to artists including Jonny Lang, Michelle Branch, Owl City and Hall & Oates.

Bob Donnelly: Music industry attorney with over 35 years of experience; 41-awarded platinum albums.

John Simson: A singer-songwriter; managed country artists who sold over 10 Million albums and won 6 Grammys; ex-director of SoundExchange, the first performing rights organization formed to collect digital performance royalties for sound recording copyright owners & artists; co-founded the Washington Area Music Association; ex-president of the NARAS/Grammys D.C. chapter; National Trustee of the Academy; Board of the Alliance of Artists & Record Companies; member of the Folk Alliance and the Country Music Association.

Paul Bezilla: Bassist in various bands; entertainment lawyer for over 25 years; clients included Frank Sinatra, Cher, Quincy Jones, Warner Bros, and Disney.

DotMusic is the only Community member with advanced professional technical, policy, and operational TLD management experience led by DNS veteran Tina Dam to meet DotMusic's primary role: to launch, operate and maintain trusted Music Community-based TLD.

RELATION TO MUSIC COMMUNITY

Pursuant to its mission, DotMusic has been conducting extensive outreach to the Community since 2008 to brand itself and its mission to convey the benefits of .MUSIC and requesting Community support letters. Since 2008 DotMusic has led Music Community efforts to the ICANN community through dedicated participation at ICANN meetings and other DNS/new TLD related events. The mCMO domain allocation method during the Landrush phase was created by DotMusic to allow Community members to register through established Community organizations. During the General Registration phase the TLD is open to all Community members for registration but also restricted by Eligibility, Use and other Policies, including enhanced safeguards.

DotMusic has been a strong Community supporter and participant as demonstrated in its ongoing

efforts to build a sustainable TLD with policies dedicated to match the needs of the Community using a multi-stakeholder model, while ensuring it is implemented in a manner fulfilling DNS and ICANN technical, political and legal requirements.

DotMusic has publicly branded itself in an open, transparent and accessible manner through differentiated .MUSIC-related sites, social media, online marketing and through tens of thousands of web discussions/media mentions. Over 1,500,000 have signed the .MUSIC Initiative petition; over 5 million have liked/followed DotMusic in popular social media sites; and a significant number of leading mCMOs have signed support/interest letters as demonstrated in response to question 20f.

Other activities include sponsorships of Community events such as SxSW, Midem, Billboard, CMJ, Digital Music Forum, SF Music Tech, SoundCtrl, Social Media Week, ASCAP Expo, Popkomm, Miami Music Festival, Future of Music Policy Summit, Bandwidth, New Music Park Thing and others.

Social Media presence includes:

- Myspace, the Internet's largest music artist community (4.2 million friends:

www.myspace.com/musicextension)

- Facebook, the world's largest social media site (Over 100,000 likes on www.facebook.com/musicextension and www.facebook.com/DotMusic and about 5,000 group members on www.facebook.com/groups/46381289474)

- Twitter, the world's largest micro-blogging site (220,000+ followers on www.twitter.com/mus, about 50,000 followers on www.twitter.com/DotMusic, about 60,000+ followers on www.twitter.com/musicextension, about 31,000+ on www.twitter.com/dot_music, about 21,000+ followers on www.twitter.com/musicdomain) and other social media sites

DotMusic also branded itself through earned media including:

- Forbes, Billboard, Hollywood Reporter, Los Angeles Times, Washington Post, World Trademark Review (www.music.us/news.htm), other mainstream publications, online press and thousands of blogs and social media mentions

- Google and Bing search engines have ranked the official DotMusic site (www.music.us) on the top of search engine results for the term "music" (#23 Google, #25 Bing - March 6th, 2012), one of the most competitive keyword terms on the web according to Google Adwords (277 million global searches on Google, costing advertisers over \$9k a day in clicks - www.music.us/adwords/google-adwords-keyword-music.jpg)

- The official DotMusic site ranks on the top of both Google's and Bing's search engines for terms such as "dotmusic", "dot music", "music domain", "music TLD", "music gTLD", "music top-level domain", "music generic top level domain" (www.music.us/seo)

A complete list of events relating to the ongoing outreach campaign can be found on

www.music.us/events.htm

DotMusic will continue its active outreach and participation efforts in the Community and anticipates receipt of additional support letters from Community members throughout and beyond the ICANN TLD evaluation process.

ACCOUNTABILITY MECHANISMS

DotMusic will be accountable to the Community by serving them without conflicts of interest and:

- Creating and managing a trusted safe online haven for music consumption
- Establishing a safe home on the Internet for Community members to differentiate themselves regardless of locale, segment or size
- Enforcing registration policies that enhance and preserve the integrity of the Community
- Enabling music discovery & Community member promotion through Premium Channels
- Protecting intellectual property & fighting piracy
- Supporting musicians' welfare, rights & fair compensation
- Promoting music and arts, cultural diversity and music education
- Following a neutral multi-stakeholder governance of fair representation of all global music constituents

- Soliciting Community advice through the Advisory Committee

- Offering registration from a proven, scalable registry platform with 100% DNS availability

The rotating, global Advisory Committee will represent all Community stakeholder groups per the NAICS codes list, such as musicians, songwriters, composers, industry professionals, collection agencies, associations, unions, businesses, education, arts councils/export offices/government agencies, managers, promoters and agents. The Committee will operate under Bylaws central to the .MUSIC Mission, Core Values, and commitment to serve the Community and public interest.

20C. Provide a description of the community-based purpose of the applied-for gTLD.

The .MUSIC mission/purpose is:

- Creating a trusted, safe online haven for music consumption
- Establishing a safe home on the Internet for Music Community members regardless of locale or size
- Protecting intellectual property and fighting piracy
- Supporting musicians' welfare, rights & fair compensation
- Promoting music and the arts, cultural diversity and music education
- Following a multi-stakeholder approach of fair representation of all types of global music constituents, including a rotating regional advisory board working in the best interests of the

Music Community

The Music Community encompasses global reaching commercial and non-commercial stakeholders, and amateur stakeholders.

.MUSIC will effectively differentiate itself by addressing the key online usage issues of safety, trust, consistency, brand recognition as well as communicate a website's content subject-matter: music-related content. The exclusivity of the .MUSIC TLD will be established by protection mechanisms for established Music Community entities, while also allowing Do-It-Yourself artists to register and use their .MUSIC domain consistent with .MUSIC Use Policy.

In addition to .MUSIC domain registrations, DotMusic will provide related services which have been established through ongoing outreach efforts. Music Community members need to be able to distinguish themselves from illegal and right infringing websites, a critical factor for the Music Community to ensure that monies flow to the right holders. DotMusic launch-related services are:

1. Developing the Music Community Social Network Premium Domain Channels (Premium Channels) sorted by NAICS classifications and category types e.g. genre/language. They will leverage Search Engine Optimization (SEO) best practices to improve .MUSIC site search result rankings. The objective is for .MUSIC domains to signal a badge of trust that enables search engines to provide music consumers more relevant and safer search results while reducing infringing and unlicensed rogue websites. Premium Channel development will also include a global Song Registry
2. Enriching society with artistic and cultural diversity; promoting arts and music through sponsorships, events and Music Community activities
3. Advancing music education and the study of music in school curriculum by donating proceeds of domain registrations to relevant causes
4. Re-inventing music discovery and search innovation by leading the way to establish the global music standard for official music websites to benefit the at-large global Music Community and the Internet

The .MUSIC mission and purpose has been established by interactions with Community members through numerous outreach activities and upon experiences gained in previous ICANN new gTLD launches. The mission-purpose is consistent with ICANN's Affirmation of Commitments (AoC) and Basic Principles of the International Music Registry (IMR - with participants including RIAA, IFPI, SCAPR, ACTRA, SAMRO, IRSC, ECAD, CIAM), including:

- the "vital importance of transparency, openness and non-discrimination." (www.internationalmusicregistry.org/portal/en/basic_principles.html) and
- "ensuring accountability, transparency and the interests of global Internet users", "enhancing the operational stability, reliability, resiliency, security, and global interoperability of the DNS" and "promoting competition, consumer trust, and consumer choice" while "adequately addressing consumer protection, malicious abuse, and rights protection issues" (www.icann.org/en/about/agreements/aoc/affirmation-of-commitments-30sep09-en.htm).

DotMusic mission-purpose guiding principles:

TRANSPARENCY OPENNESS & ACCOUNTABILITY

DotMusic has been an accessible and transparently visible .MUSIC applicant since 2008 communicating its intentions publicly at music events, online through its website and social media outreach, and through mainstream and non-mainstream media. The .MUSIC registration policies and protection mechanisms have been developed using a bottom-up, multi-stakeholder methodology with input from international Music Community members in both the commercial and non-commercial sector.

DotMusic serves the Community without conflicts of interest and is accountable to the Community by establishing a Music Community Advisory Committee with representation from each constituency in the Community. The Committee will advise and provide perspective on .MUSIC issues such as broad policy matters and introductions of new services to meet the Community needs.

INTERNATIONAL COMMUNITY PARTICIPATION, COMMUNICATION AND OUTREACH

Since 2008, DotMusic has participated in over one hundred public events globally (full list: www.music.us/events.htm), including public speaking engagements, keynote addresses, major music and domain conferences, festivals, events and expos; earned media (broadcast, online and print) in major mainstream publications, online press, and thousands of blog and social media mentions; over 1.5 million emails of support; top search engine results for DotMusic website; and over 5 million social media followers; sponsored major Music Community events globally to explain the intended benefits of the .MUSIC TLD, requesting support and letters of intent or interest by supporters or Music Community Member Organizations (mCMO) for this .MUSIC application.

Specific details of these activities can be found in response to question 18b(vi). Support

letters are attached in response to question 20f (updated list can be found on www.music.us/letters).
.MUSIC is trademarked in over 20 countries; has been using the brand in commerce (www.music.us/commerce), advertising and sponsorships, in domain registrations as an authorized reseller, merchandising and other commercial activities.

STANDARDS COMPLIANCE, SECURITY, RESILIENCY, AND STABILITY

Afilias is the DNS Registry provider for .MUSIC. Details of technical and operational capabilities matching the .MUSIC mission are provided in responses to questions #24-44.

COMPETITION, INNOVATION, FAIRNESS, AND CONSUMER CHOICE

Balanced domain registration restrictions and an inclusive, delineated Community definition ensures the entire Music Community can register .MUSIC domains, provides fairness in .MUSIC domain availability, offers a branding advantage, avoid conflicts of interest, anti-competitive concerns and anti-trust actions.

The Premium Channels will maximize the competitive landscape and innovation in both the music and domain space.

INTELLECTUAL PROPERTY PROTECTION AND TRUST

In consultation with major music constituents, including multiple Coalitions (such as a Coalition that includes the RIAA, ASCAP, BMI, SESAC, IFPI, A2IM, FIM, CISAC, IMPALA, NMPA, SABAM, FIM and others), DotMusic has developed policies to protect intellectual property, fight piracy and ensure .MUSIC domains are allocated in fair methods so that music consumers and Internet users are assured the highest level of trust and authenticity when they visit a .MUSIC domain.

A Global Protected Marks List (GPML) will reserve all major music brands and established artists, such as RIAA-certified platinum-selling bands.

Phased launches provides rights holders a first-come in the .MUSIC Sunrise, auction of multiple initial landrush domain inquiries, and eventually allows all stakeholders of the Music Community to register. All registrants must adhere to restricted Use, Name and Anti-Abuse policies and other enhanced safeguards to prevent detrimental practices that harm the Community.

Dispute mechanisms, compliance efforts, and data validation processes will provide an added level of trust.

DotMusic will conduct reviews of the applicability, usability, overall Music Community satisfaction. Results will be publicly provided to the Music Community for feedback and looks forward to providing review results and expertise in the ICANN Post-Launch New gTLD Review.

20D. Explain the relationship between the applied- for gTLD string and the community identified in 20(a).

The .MUSIC string relates to the Community by:

- Completely representing the entire Community. It relates to all music-related constituents using an all-inclusive, multi-stakeholder model
- Directly communicating that the content is music- related and representing the Community in a positive and beneficial manner consistent with the .MUSIC Purpose and Use policy
- Incorporating enhanced policies and safeguards matching Community needs
- Branding music-related constituents/entities on the Internet through a unique music-identifying suffix
- Serving the Community by implementing supporting services that are built and recommended by Community stakeholders and brought to .MUSIC through its multi-stakeholder Advisory Committee
- Creating a source of creativity, cultural identity, recreation and employment through a music-themed TLD

The .MUSIC affiliation with the Music Community, including interconnected functional activities, relate to the same groups identified by the Cultural Ministers' Council's "Statistical Framework for the Music Sector" scoping study (H. Hoegh-Guldberg and R. Letts, Statistical Framework for the Music Sector, 2005

www.culturaldata.gov.au/sites/www.culturaldata.gov.au/files/A_Statistical_Framework_for_the_Music_Sector.pdf):

- Musicians including composers & songwriters
- The recording industry including record companies, producers, manufacturers, distributors of physical/digital products, studios and self-produced recordings
- Audiences at all public performances and venue operators

The Community is not subject to merely commercial/financial variables. The music Community is driven primarily by technology and the socio-cultural environment that influence music-related media cultures and consumer behavior, including the Community itself.

The socio-cultural environment drives the TLD, including the cultural diversity that provides space within the Community for many genres/participants, general socioeconomic and demographic

factors and their impact on diverse local environments, and the support that the Community gives to new creators/performers. The string and Community share a particular cultural ambience: a sensitivity and preference for certain cultural expressions. The ambience is diverse and influential: music preferences of different sections of the society vary, ranging from metal to classical; Socio-economic distributions and demographic patterns, such as age.

.MUSIC will take these factors that relate to cultural-identity into consideration and add value to the Community through the Premium Channels sorted to address NAICS classifications, genre (e.g. www.Reggae.music), style, mood, language and other culturally-significant music attributes to catalyze innovation, music identification and to bolster:

The cultural relationship between .MUSIC and the Community is based on the creation of a mutually beneficial ecosystem that is driven by value generation and supports value chains that make a difference that truly matters to:

- Creators, performers, bands, ensembles & orchestras
- Live performances
- Recording
- Airplay
- Distribution
- Others (e.g film, video, advertising)

.MUSIC relates to the Community by representing all constituents involved in music creation, production and distribution, including government culture agencies and arts councils and other complementor organizations involved in support activities that are aligned with the .MUSIC mission.

.MUSIC strategic activities that relate to the Community focus on:

- Creativity, skill and talent
- Wealth and job creation through the generation, protection and exploitation of intellectual property
- Creating music-related intangible inputs that add economic and social value
- Connecting music-related content in a meaningful and organized manner that will benefit both the Community and Internet users.

These strategic activities are consistent with the creative industries strategy that was defined, refined and introduced by the Blair U.K government through the Creative Industries Task Force started in 1997 (U.K Department for Culture, Media & Sport (DCMS 2001), Creative Industries Mapping Study - www.culture.gov.uk/global/publications/archive_2001/ci_mapping_doc_2001.htm).

Michael Chanan (Short History of Recording and its Effects on Music, 1995) and Peter Martland (Business History of the Gramophone Company Ltd (1887-1918), 1992) identify factors shared by the Community:

- Music offers the opportunity of enhancing Community earnings
- Music can spread the fame of members of the Community widely, as far afield as the Community's distribution systems permit
- Fame can be further exploited using global transport systems for touring
- Music, by virtue of its permanence, can create a form of immortality for Community members, which prior to the invention of sound technology had been denied to them

The Community and the .MUSIC string share a core value system of artistic expression with diverse, niche subcultures and socio-economic interactions between music creators, their value chain, distribution channel, and ultimately engaging fans as well as other music constituents subscribing to common ideals.

The Community genre dynamics are akin to those found in other culturally-driven Communities identifying cultural identity such as those relating to nationality, language, ethnicity, sexual orientation, religion. Just like languages such as English, music theory follows an organized set of rules relating to composition and performance.

A Community music genre is a conventional category that identifies music belonging to a Community-shared tradition or set of conventions. Cultural criteria relating to genres include a combination of art type; time period; regional-national origins; and social function.

Fabbri defines genre as "a kind of music, as it is acknowledged by a community for any reason or purpose or criteria, i.e a set of music events whose course is governed by rules accepted by a community" and it is "characterized by cultural features." Genres are characterized using the following types of rules, of which only the first is related strictly to music content:

- Formal & technical: Content-based practices
- Semiotic: Abstract concepts communicated
- Behavior: How composers, performers and audiences appear and behave
- Social & ideological: Genres and demographic links such as age, race, sex, political views
- Economical & juridical: Laws and economic systems supporting a genre

(F. Fabbri, Theory of Musical Genres, Popular Music Perspectives, 1981)

Genres inform musicians how they are influenced by identification with different communities and by the music industry (J. Toynbee, Making Popular Music: Musicians, Creativity & Institutions, 2000).

Music genres have "significant importance beyond simply its utility in organizing music. The Community actively identifies culturally with certain genres of music, as can easily be observed in the differences in the ways that many fans of death metal or rap dress and speak, for example. Genre is so important to listeners, in fact, that psychological research has found that the style of a piece can influence listeners' liking for it more than the piece itself (A. North, & D. Hargreaves, Liking for Musical Styles, Music Scientiae, 1997)."

Genre is an "intentional concept shared by a given community, much in the same way we ascribe and interpret meanings to words in our languages" akin to a "linguistic category. Music is founded not on intrinsic properties but on extrinsic habits (F. Pachet, Representing Musical Genre: A State of the Art, Journal of New Music Research, 2003)." The Premium Channels will be organized to reflect these Community cultural nuances

.MUSIC & COMMUNITY SUPPORT

See 20f for documented support from institutions/organizations representing majority of the Community and description of the process/rationale used relating to the expression of support.

20E. Provide a complete description of the applicant's intended registration policies in support of the community-based purpose of the applied-for gTLD. Policies and enforcement mechanisms are expected to constitute a coherent set.

DotMusic has incorporated enhanced policies to ensure only eligible members of the Music Community who comply with the values, purpose and mission of the TLD can participate; to ensure domains are used in a manner benefitting the Community; to protect intellectual property; and to safeguard domains from malicious conduct and copyright infringement.

The policies are built to match Music Community needs, based on years of feedback from Music Community members and on experience from the previous ICANN new gTLD introductions, as well as established to ensure a higher level of security for .MUSIC than what is considered standard for gTLDs.

Aside from the policies described below .MUSIC will be launched with standard gTLD lifecycle requirements per response to question #27. DotMusic will adhere to all ICANN mandated rights protection mechanisms and consensus policies.

RESERVATION PROTECTION:

DotMusic will reserve names at the second level per ICANN requirements. The Country and Territory Names are reserved per the response to question #22. Names to support registry operations, e.g. nic.MUSIC can only be registered by DotMusic.

INNOVATIVE PREMIUM NAMES RESERVATIONS:

DotMusic will reserve premium names that will be used in an innovative manner to benefit eligible members including the development of Premium Channels, such as genres (e.g Rock.MUSIC), that will define the locale web of music, promote Community members based on their classification/category, and improve music discovery.

RIGHTS PROTECTION AND NOTIFICATIONS SYSTEM:

- Globally Protected Marks List (GPML) will ensure major music brands and established artists, such as RIAA-certified platinum-selling bands, are protected not cybersquatted. These are reserved at all times.
- Trademark Clearing House and its notification mechanisms will be implemented in accordance to ICANN specifications.
- Names Selection Policy - to ensure only music-related names are registered as domains under .MUSIC, with the following restrictions:
 - 1) A name of (entire or portion of) the musician, band, company, organization, e.g. the registrants "doing business as" name
 - 2) An acronym representing the registrant
 - 3) A name that recognizes or generally describes the registrant, or
 - 4) A name related to the mission or activities of the registrant

SUNRISE LAUNCH W/ TRADEMARK VALIDATION

This is the first phase of .MUSIC domain registration. It is a phase designed to protect trademarks in the roll-out of .MUSIC. The Sunrise is the time when regional, national and international trademark and service mark holders can apply for .MUSIC domains.

The eligibility requirements will be verified, and multiple registration applications for the same string will be auctioned, except for GPML entries that supersede any other sunrise registration applications.

The Sunrise Challenge Process solves disputes concerning domains registered under the Sunrise Policy.

Details of the Sunrise Policy and Challenge Process can be found in response to question #29.

MUSIC COMMUNITY MEMBER ORGANIZATION (MCMO) LANDRUSH LAUNCH

This is the second phase of .MUSIC domain registration. It is a limited-time period reserved for members of DotMusic-accredited music Community Member Organizations (mCMO). Unique registrations will be granted to the sole registrant and delegated at the close of the time period; multiple registration requests for the same string will go through an auction.

LANDRUSH LAUNCH

This is the third phase of .MUSIC domain registration; a limited-time period. Unique registrations will be granted to the registrant; multiple registration requests for the same domain will go through an auction.

Landrush is designed for members of the Music Community that want to secure premium .MUSIC domains giving members the chance to register their preferred .MUSIC domains; multiple registration requests for the same domain will go through an auction.

GENERAL AVAILABILITY

This is the fourth and final phase of registration of .MUSIC domains. .MUSIC registrations will now be available to Music Community members on a first come, first served basis.

USE POLICY

This policy is in place for .MUSIC registrants regardless of the applicable launch phase. It is developed with extensive participation of Music Community members; tailored to meet the specific needs of the Music Community; and solve issues currently existing in the Music Community related to intellectual property infringement and malicious conduct.

The policy is incorporated in the registration agreement for all .MUSIC registrants. DotMusic may modify or revise these use policies at any time. Registrants agree to be bound by such modifications or revisions. Registrants that do not accept and abide by the registration agreement are disqualified from domain registrations.

The following use requirements apply:

- Use only for music-related activities
- Comply with applicable laws and regulations and not participate in, facilitate, or further illegal activities
- Do not post or submit content that is illegal, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or tortious
- Respect the intellectual property rights of others by posting or submitting only content that is owned, licensed, or otherwise have the right to post or submit
- Immediately notify us if there is a security breach, other member incomppliance or illegal activity on .MUSIC sites
- Do not register a domain containing an established music brand's name in bad faith that might be deemed confusing to Internet users and the Music Community
- Do not use any automated process to access or use the .MUSIC sites or any process, whether automated or manual, to capture data or content from any service for any reason
- Do not use any service or any process to damage, disable, impair, or otherwise attack .MUSIC sites or the networks connected to .MUSIC sites

ANTI-ABUSE POLICY

This policy is in place for all registrants under .MUSIC and addresses the identification and prompt action on malicious abuse of domains. Such activity can lead to security and stability issues for the registry, registrars, and registrants, and general users of the Internet which the policy is in place to prevent. The policy is incorporated in the .MUSIC registration agreement with all registrants and detailed in response to question #28.

REGISTRY DATA VALIDATION

While DotMusic will hold the thick WHOIS data provided through registrars, we will also validate elements of the received WHOIS data:

1. The registrant's email address through validation links
2. The registrant's phone number through validated PIN-codes

Upon successful completion of these two steps, DotMusic will provide the registrant their Music Community membership details; used to join/access the Premium Channels. All future .MUSIC domains associated with the registrant-verified email address will not be re-verified.

COMPLIANCE AND ENFORCEMENT

DotMusic will take proactive and reactive measures to enforce its TLD policies. Proactive measures are taken at the time of registration. Reactive measures are addressed via compliance and enforcement mechanisms and through dispute processes.

Any violation of the .MUSIC Policies will be enforced on a case-by-case, fact-specific basis:

1. Any allegation that a domain is not used for legitimate music purposes or otherwise infringes on the .MUSIC Policies shall be enforced under the provisions of the .MUSIC Policy & Copyright Infringement Dispute Resolution Process ("MPCIDRP") as described in our response to question #28.
2. Any alleged violation of the UDRP shall be enforced under the provisions contained therein, as modified by the URS.

The MPCIDRP, UDRP, and URS are required in the registrars' registration agreements with registrants. Proceedings under the MPCIDRP, UDRP, and URS must be brought by interested third parties in accordance with the associated policies and procedures. DotMusic will conduct random compliance efforts across all the .MUSIC Policies. Periodically a sample of .MUSIC registrations will be verified for compliance with all established .MUSIC Policies.

If a Registrant is found out of compliance with any of the .MUSIC Policies the registrant will be notified that the domain will be placed on registry lock. The registrant will have a reasonable time period to fix the compliance matter or the domain will be terminated.

Repeat offenders will be placed on a special monitoring list that DotMusic staff will conduct additional compliance checks against. DotMusic holds the right to prohibit repeat offenders from registering .MUSIC domains for a period of time or indefinitely.

DotMusic will review all policies and processes on a regular basis with involvement from the .MUSIC Advisory Committee and will present them publicly to enable Music Community constituents to provide feedback. DotMusic will also conduct registrar and registrant surveys based on the level of registrant satisfaction concerning .MUSIC usability and how to improve value proposition.

DotMusic reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of DotMusic, as well as its affiliates, subsidiaries, officers, directors and employees. DotMusic reserves the right to freeze a domain during resolution of a dispute. DotMusic reserves the right to terminate a domain for failure by the registrant to demonstrate it meets .MUSIC policies.

20F. Attach any written endorsements for the application from established institutions representative of the community identified in 20(a). An applicant may submit written endorsements by multiple institutions, if relevant to the community.

21A. Is the application for a geographic name?

No

22. Describe proposed measures for protection of geographic names at the second and other levels in the applied-for gTLD. This should include any applicable rules and procedures for reservation and/or release of such names.

DotMusic protects geographic names at the second level of .MUSIC by the following described measures. These have been developed in response to the GAC's Principles regarding New gTLDs, dated March 28, 2007, and to adhere to the requirements of the ICANN Registry Agreement Specification 5.

In correspondence with GAC principle 2.7, DotMusic will block all country and territory names as registrations under .MUSIC. To accomplish this DotMusic will prior to launch (i) place the names on a reserved list that can solely be released as second-level registrations under .MUSIC by an agreement with the respective country or territory and with ICANN; and (ii) include in its registration policies that country and territory names are prohibited at lower levels.

The names reserved as country and territory names will correspond to the requirements in the ICANN Registry Agreement Specification 5, paragraph 5; and paragraph 2 where all two-character labels will be reserved for registration to ensure that any release of such names is done to the appropriate corresponding country or territory and thereby avoid user confusion.

When DotMusic is launching Internationalized Domain Names DotMusic will place translated versions of country and territory names on a reserved list that also only can be released for registration if an agreement has been reached with the corresponding country or territory and ICANN.

DotMusic will implement multiple dispute resolution policies to address dispute over any names not reserved by the above provisions; see response to question #20e and #28 and #29. In particular all domains awarded to registrants are subject to the Uniform Domain Name Dispute Resolution Policy (UDRP), and to any properly-situated court proceeding. DotMusic will ensure appropriate procedures to allow governments, public authorities or IGO's to challenge abuses of names with national or geographic significance at the second level. DotMusic will institute a provision in the registry-registrar agreements and the registrar-registrant agreements, to suspend domains names in the event of a dispute. DotMusic may exercise that right in the case of a dispute over a geographic name.

The release of a two-character, country, or territory name as second level registration under

.MUSIC will be done in agreement with the corresponding country or territory, ICANN. DotMusic will define a procedure so that governments can request the above reserved domain(s) if they would like to take possession of them. This procedure will be based on existing methodology developed for the release of country names in the .INFO TLD. For example, we will require a written request from the country's GAC representative, or a written request from the country's relevant Ministry or Department. We will allow the designated beneficiary (the Registrant) to register the name, with an accredited Afiliars Registrar, possibly using an authorization number transmitted directly to the designated beneficiary in the country concerned.

DotMusic will be working closely with the International Federation of Arts Councils and Culture Agencies, with national members from over 70 countries comprised of governments' Ministries of Culture and Arts Councils covering all continents, to ensure country names protection and the promotion of government-related cultural and music initiatives. Strategic partners include UNESCO, African Arts Institute, Asia-Pacific Regional Centre of the Culturelink Network, European League of Institutes of the Arts, European Research Institute for Comparative Cultural Policy and the Arts, European Commission Directorate General Education & Culture, Fundació Interarts, International Conference on Cultural Policy Research, International Network for Contemporary Performing Arts, International Federation of Coalitions for Cultural Diversity, International Network for Cultural Diversity, ISPA - International Society for the Performing Arts Foundation, National Assembly of State Arts Agencies, Organization of American States, Observatory of Cultural Policies in Africa, Organización de Estados Iberoamericanos, Caribbean and Pacific Group of States, United Cities and Local Governments.

Ministries of Culture Agencies and Arts Councils include:

Albania (Ministry of Tourism, Culture, Youth & Sport)
Armenia (Ministry of Culture)
Australia (Australia Council for the Arts)
Bahamas (Ministry of Youth, Sports & Culture)
Belgium (Fédération Wallonie-Bruxelles, Cabinet de la Culture)
Belgium (Ministry of the Flemish Community, Arts & Heritage)
Belize (National Institute of Culture & History)
Botswana (Department of Arts & Culture, Ministry of Youth, Sport & Culture)
Bulgaria (National Culture Fund)
Cambodia (Ministry of Culture & Fine Arts)
Canada (Canada Council for the Arts)
Cayman Islands (Cayman National Cultural Foundation)
Chile (Consejo Nacional de la Cultura y las Artes)
China (CFLAC - China Federation of Literary & Art Circles)
Colombia (Ministerio de Cultura de Colombia)
Cook Islands (Ministry of Cultural Development)
Croatia (Ministarstvo Kulture - Ministry of Culture)
Cuba (Ministerio de Cultura de la República de Cuba)
Denmark (Kulturstyrelsen - Danish Agency for Culture)
Egypt (Ministry of Culture)
England (Arts Council England)
Fiji (Fiji Arts Council)
Finland (Arts Council of Finland)
France (Ministère de la Culture et de la Communication de France)
Gambia (National Council for Arts & Culture of The Gambia)
Grenada (Grenada Arts Council)
Guyana (National Trust of Guyana, Ministry of Culture, Youth and Sport)
Hong Kong (Home Affairs Bureau, Culture Section Government of Hong Kong)
Iceland (Ministry of Education, Science & Culture)
India (Ministry of Culture)
Ireland (Arts Council of Ireland - An Chomhairle Ealaíon)
Jamaica (Ministry of Youth, Sport & Culture)
Japan (Japan Foundation)
Kenya (Bomas of Kenya)
Lithuania (Ministry of Culture)
Luxembourg (Ministère de la Culture)
Malawi (Ministry of Tourism, Wildlife & Culture)
Malaysia (Ministry of Information, Communication & Culture)
Maldives (Ministry of Tourism, Arts & Culture)
Malta (Malta Council for Culture and the Arts)
Mongolia (Ministry of Education, Culture & Science)
Mozambique (Ministério da Cultura)
Namibia (National Arts Council of Namibia)
Netherlands (Mondriaan Fund)
Netherlands (Nederlands Fonds voor Podiumkunsten, Fund for Performing Arts)
Netherlands (Nederlands Letterenfonds - Dutch Foundation for Literature)

Netherlands (Raad voor Cultuur - Council for Culture)
 Netherlands (SICA - Stichting Internationale Culturele Activiteiten)
 New Zealand (Creative New Zealand - Toi Aotearoa)
 Niger (Ministere de la Communication, des Nouvelles Technologies de l'Information et de la Culture)
 Nigeria (National Council for Arts & Culture)
 Northern Ireland (Arts Council of Northern Ireland)
 Norway (Norsk Kulturråd - Arts Council Norway)
 Palau (Ministry of Community & Cultural Affairs)
 Papua New Guinea (Ministry of Culture & Tourism)
 Philippines (National Commission for Culture & the Arts)
 Portugal (Direcção-Geral das Artes)
 Qatar (Ministry of Culture, Arts & Heritage)
 Romania (Ministry of Culture & National Heritage)
 Saudi Arabia (Ministry of Culture & Information)
 Scotland (Creative Scotland)
 Senegal (Ministère de la Culture et du Tourisme)
 Serbia (International Cultural Centre Belgrade)
 Seychelles (Ministry of Community Development, Youth, Sport & Culture)
 Singapore (National Arts Council of Singapore)
 Slovenia (Ministry of Education, Science, Culture and Sport)
 Solomon Islands (Ministry of Culture & Tourism)
 South Africa (National Arts Council of South Africa)
 South Korea (Arts Council Korea)
 Spain (Secretaría de Estado de Cultura, España)
 Swaziland (Swaziland National Council of Arts and Culture)
 Sweden (Statens Kulturråd - Swedish Arts Council)
 Switzerland (Pro Helvetia - Swiss Arts Council)
 Tanzania (Basata: National Arts Council)
 Tunisia (Ministry of Culture)
 United Arab Emirates (Sharjah Museums Council)
 USA (National Endowment for the Arts)
 USA (National Endowment for the Humanities)
 Vietnam (Ministry of Culture, Sports & Tourism)
 Wales (Cygnor Celfyddydau Cymru - Arts Council of Wales)
 Zambia (National Arts Council of Zambia)
 Zimbabwe (National Arts Council of Zimbabwe)

DotMusic also has support from the International Association of Music Information Centres (IAMIC), a global network of organizations which document and promote the music from our time. IAMIC will also help .MUSIC with its outreach efforts relating to the protection of country-name domains and the allocation of the domains to the proper government authorities to promote culture and music from those territories. IAMIC "supports the work of 40 member organizations in 37 countries. Music Information Centers across the world bear fundamental similarities: they provide specialized music resources for music students, performers, composers and music teachers; they act as visitor centers for any member of the public with an interest in learning about national musical heritage; they develop audiences for new music through educational and promotional projects."

These include:

Australia (Australian Music Centre)
 Austria (MICA - Music Information Center Austria)
 Belgium (Flanders Music Centre)
 Belgium (CEBEDEM - Belgian Centre for Music Documentation)
 Belgium (MATRIX)
 Brazil (CIDDIC-Brasil/UNICAMP)
 Canada (Canadian Music Centre)
 Croatia (Croatian Music Information Centre KDZ)
 Cyprus (Cyprus Music Information Center - CyMIC)
 Czech Republic (Czech Music Information Centre)
 Denmark (Danish Arts Agency - Music Centre)
 England (Sound and Music - SAM)
 Estonia (Estonian Music Information Centre)
 Finland (Finnish Music Information Centre Fimic)
 France (CDMC - Centre de documentation de la musique contemporaine)
 Georgia (Georgian Music Information Centre)
 Germany (German Music Information Centre)
 Greece (Greek Music Information Centre / Institute for Research on Music and Acoustics)
 Hungary (BMC Hungarian Music Information Center)
 Iceland (Iceland Music Information Centre)
 Ireland (Contemporary Music Centre, Ireland)
 Israel (Israel Music Information Centre / Israel Music Institute)

Italy (CIDIM / AMIC)
Latvia (Latvian Music Information Centre - LMIC)
Lithuania (Lithuanian Music Information and Publishing Centre)
Luxembourg (Luxembourg Music Information Centre)
Netherlands (Netherlands Music Information Centre)
New Zealand (Centre for New Zealand Music - SOUNZ)
Norway (Music Information Centre Norway)
Poland (Polish Music Information Centre)
Portugal (Portuguese Music Research & Information Centre / Miso Music Portugal)
Scotland (Scottish Music Centre)
Slovakia (Music Centre Slovakia)
Slovenia (Slovene Music Information Centre)
South Africa (Music Communication Centre of Southern Africa - MCCOSA)
Sweden (Svensk Musik)
Switzerland (Fondation SUISA pour la musique)
USA (American Music Center)
Wales (Ty Cerdd - Welsh Music Information Centre)

DotMusic already holds support from multiple music export offices from different countries/territories. The music export offices are typically run by government agencies, and have expressed and signed letters of interest to administer the corresponding [countryname/territoryname.MUSIC] in an appropriate manner that benefits the music industry for that corresponding country/territory. The support gathered this far is attached in response to question #20, is publicly available at www.music.us/letters. DotMusic expects additional interest expressed from other countries and territories as the DotMusic outreach continues.

Other GAC Principles regarding New gTLDs are defined elsewhere in this application, for example methods for limiting the need for defensive registrations in paragraph 2.9 is described in response to question #18b and #20e.

23. Provide name and full description of all the Registry Services to be provided. Descriptions should include both technical and business components of each proposed service, and address any potential security or stability concerns.

The following registry services are customary services offered by a registry operator:

- A. Receipt of data from registrars concerning registration of domain names and name servers.
- B. Dissemination of TLD zone files.
- C. Dissemination of contact or other information concerning domain name registrations (e.g., port-43 WHOIS, Web-based Whois, RESTful Whois service).
- D. Internationalized Domain Names, where offered.
- E. DNS Security Extensions (DNSSEC). The applicant must describe whether any of these registry services are intended to be offered in a manner unique to the TLD.

Additional proposed registry services that are unique to the registry must also be described.

Throughout the technical portion (#23 - #44) of this application, answers are provided directly from Afiliias, the back-end provider of registry services for this TLD. DotMusic chose Afiliias as its back-end provider because Afiliias has more experience successfully applying to ICANN and launching new TLDs than any other provider. Afiliias is the ICANN-contracted registry operator of the .INFO and .MOBI TLDs, and Afiliias is the back-end registry services provider for other ICANN TLDs including .ORG, .ASIA, .AERO, and .XXX.

Registry services for this TLD will be performed by Afiliias in the same responsible manner used to support 16 top level domains today. Afiliias supports more ICANN-contracted TLDs (6) than any other provider currently. Afiliias' primary corporate mission is to deliver secure, stable and reliable registry services. This TLD will utilize an existing, proven team and platform for registry services with:

- A stable and secure, state-of-the-art, EPP-based SRS with ample storage capacity, data security provisions and scalability that is proven with registrars who account for over 95% of all gTLD domain name registration activity (over 375 registrars);
- A reliable, 100% available DNS service (zone file generation, publication and dissemination) tested to withstand severe DDoS attacks and dramatic growth in Internet use;
- A WHOIS service that is flexible and standards compliant, with search capabilities to address both registrar and end-user needs; includes consideration for evolving standards, such as RESTful, or draft-kucherawy-wierds;
- Experience introducing IDNs in the following languages: German (DE), Spanish (ES), Polish (PL), Swedish (SV), Danish (DA), Hungarian (HU), Icelandic (IS), Latvian (LV), Lithuanian (LT), Korean (KO), Simplified and Traditional Chinese (CN), Devanagari (HI-DEVA), Russian (RU), Belarusian (BE), Ukrainian (UK), Bosnian (BS), Serbian (SR), Macedonian (MK) and Bulgarian (BG) across the TLDs it serves;
- A registry platform that is both IPv6 and DNSSEC enabled;
- An experienced, respected team of professionals active in standards development of innovative services such as DNSSEC and IDN support;

- Methods to limit domain abuse, remove outdated and inaccurate data, and ensure the integrity of the SRS, and;
- Customer support and reporting capabilities to meet financial and administrative needs, e.g., 24x7 call center support, integration support, billing, and daily, weekly, and monthly reporting.

Afilias will support this TLD in accordance with the specific policies and procedures of DotMusic (the "registry operator"), leveraging a proven registry infrastructure that is fully operational, staffed with professionals, massively provisioned, and immediately ready to launch and maintain this TLD.

The below response includes a description of the registry services to be provided for this TLD, additional services provided to support registry operations, and an overview of Afilias' approach to registry management.

Registry services to be provided

To support this TLD, DotMusic and Afilias will offer the following registry services, all in accordance with relevant technical standards and policies:

- Receipt of data from registrars concerning registration for domain names and nameservers, and provision to registrars of status information relating to the EPP-based domain services for registration, queries, updates, transfers, renewals, and other domain management functions. Please see our responses to questions #24, #25, and #27 for full details, which we request be incorporated here by reference.
- Operation of the registry DNS servers: The Afilias DNS system, run and managed by Afilias, is a massively provisioned DNS infrastructure that utilizes among the most sophisticated DNS architecture, hardware, software and redundant design created. Afilias' industry-leading system works in a seamless way to incorporate nameservers from any number of other secondary DNS service vendors. Please see our response to question #35 for full details, which we request be incorporated here by reference.
- Dissemination of TLD zone files: Afilias' distinctive architecture allows for real-time updates and maximum stability for zone file generation, publication and dissemination. Please see our response to question #34 for full details, which we request be incorporated here by reference.
- Dissemination of contact or other information concerning domain registrations: A port 43 WHOIS service with basic and expanded search capabilities with requisite measures to prevent abuse. Please see our response to question #26 for full details, which we request be incorporated here by reference.
- Internationalized Domain Names (IDNs): Ability to support all protocol valid Unicode characters at every level of the TLD, including alphabetic, ideographic and right-to-left scripts, in conformance with the ICANN IDN Guidelines. Please see our response to question #44 for full details, which we request be incorporated here by reference.
- DNS Security Extensions (DNSSEC): A fully DNSSEC-enabled registry, with a stable and efficient means of signing and managing zones. This includes the ability to safeguard keys and manage keys completely. Please see our response to question #43 for full details, which we request be incorporated here by reference.

Each service will meet or exceed the contract service level agreement. All registry services for this TLD will be provided in a standards-compliant manner.

Security

Afilias addresses security in every significant aspect - physical, data and network as well as process. Afilias' approach to security permeates every aspect of the registry services provided. A dedicated security function exists within the company to continually identify existing and potential threats, and to put in place comprehensive mitigation plans for each identified threat. In addition, a rapid security response plan exists to respond comprehensively to unknown or unidentified threats. The specific threats and Afilias mitigation plans are defined in our response to question #30(b); please see that response for complete information. In short, Afilias is committed to ensuring the confidentiality, integrity, and availability of all information.

New registry services

No new registry services are planned for the launch of this TLD.

Additional services to support registry operation

Numerous supporting services and functions facilitate effective management of the TLD. These support services are also supported by Afilias, including:

- Customer support: 24x7 live phone and e-mail support for customers to address any access, update or other issues they may encounter. This includes assisting the customer identification of the problem as well as solving it. Customers include registrars and the registry operator, but not registrants except in unusual circumstances. Customers have access to a web-based portal for a rapid and transparent view of the status of pending issues.
- Financial services: billing and account reconciliation for all registry services according to pricing established in respective agreements.

Reporting is an important component of supporting registry operations. Afilias will provide reporting to the registry operator and registrars, and financial reporting.

Reporting provided to registry operator

Afilias provides an extensive suite of reports to the registry operator, including daily, weekly and monthly reports with data at the transaction level that enable the registry operator to track and reconcile at whatever level of detail preferred. Afilias provides the exact data required by ICANN in the required format to enable the registry operator to meet its technical reporting requirements to ICANN.

In addition, Afilias offers access to a data warehouse capability that will enable near real-time data to be available 24x7. This can be arranged by informing the Afilias Account Manager regarding who should have access. Afilias' data warehouse capability enables drill-down analytics all the way to the transaction level.

Reporting available to registrars

Afilias provides an extensive suite of reporting to registrars and has been doing so in an exemplary manner for more than ten years. Specifically, Afilias provides daily, weekly and monthly reports with detail at the transaction level to enable registrars to track and reconcile at whatever level of detail they prefer.

Reports are provided in standard formats, facilitating import for use by virtually any registrar analytical tool. Registrar reports are available for download via a secure administrative interface. A given registrar will only have access to its own reports. These include the following:

- Daily Reports: Transaction Report, Billable Transactions Report, and Transfer Reports;
- Weekly: Domain Status and Nameserver Report, Weekly Nameserver Report, Domains Hosted by Nameserver Weekly Report, and;
- Monthly: Billing Report and Monthly Expiring Domains Report.

Weekly registrar reports are maintained for each registrar for four weeks. Weekly reports older than four weeks will be archived for a period of six months, after which they will be deleted.

Financial reporting

Registrar account balances are updated real-time when payments and withdrawals are posted to the registrars' accounts. In addition, the registrar account balances are updated as and when they perform billable transactions at the registry level.

Afilias provides Deposit/Withdrawal Reports that are updated periodically to reflect payments received or credits and withdrawals posted to the registrar accounts.

The following reports are also available: a) Daily Billable Transaction Report, containing details of all the billable transactions performed by all the registrars in the SRS, b) daily e-mail reports containing the number of domains in the registry and a summary of the number and types of billable transactions performed by the registrars, and c) registry operator versions of most registrar reports (for example, a daily Transfer Report that details all transfer activity between all of the registrars in the SRS).

Afilias approach to registry support

Afilias, the back end registry services provider for this TLD, is dedicated to managing the technical operations and support of this TLD in a secure, stable and reliable manner. Afilias has worked closely with DotMusic to review specific needs and objectives of this TLD. The resulting comprehensive plans are illustrated in technical responses #24-44, drafted by Afilias given DotMusic requirements. Afilias and DotMusic also worked together to provide financial responses for this application which demonstrate cost and technology consistent with the size and objectives of this TLD.

Afilias is the registry services provider for this and several other TLD applications. Over the past 11 years of providing services for gTLD and ccTLDs, Afilias has accumulated experience about resourcing levels necessary to provide high quality services with conformance to strict service requirements. Afilias currently supports over 20 million domain names, spread across 16 TLDs, with over 400 accredited registrars.

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a

shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way.

With over a decade of registry experience, Afilias has the depth and breadth of experience that ensure existing and new needs are addressed, all while meeting or exceeding service level requirements and customer expectations. This is evident in Afilias' participation in business, policy and technical organizations supporting registry and Internet technology within ICANN and related organizations. This allows Afilias to be at the forefront of security initiatives such as: DNSSEC, wherein Afilias worked with Public Interest Registry (PIR) to make the .ORG registry the first DNSSEC enabled gTLD and the largest TLD enabled at the time; in enhancing the Internet experience for users across the globe by leading development of IDNs; in pioneering the use of open-source technologies by its usage of PostgreSQL, and; being the first to offer near-real-time dissemination of DNS zone data.

The ability to observe tightening resources for critical functions and the capacity to add extra resources ahead of a threshold event are factors that Afilias is well versed in. Afilias' human resources team, along with well-established relationships with external organizations, enables it to fill both long-term and short-term resource needs expeditiously.

Afilias' growth from a few domains to serving 20 million domain names across 16 TLDs and 400 accredited registrars indicates that the relationship between the number of people required and the volume of domains supported is not linear. In other words, servicing 100 TLDs does not automatically require 6 times more staff than servicing 16 TLDs. Similarly, an increase in the number of domains under management does not require in a linear increase in resources. Afilias carefully tracks the relationship between resources deployed and domains to be serviced, and proactively reviews this metric in order to retain a safe margin of error. This enables Afilias to add, train and prepare new staff well in advance of the need, allowing consistent delivery of high quality services.

24. Shared Registration System (SRS) Performance:
describe

- the plan for operation of a robust and reliable SRS. SRS is a critical registry function for enabling multiple registrars to provide domain name registration services in the TLD. SRS must include the EPP interface to the registry, as well as any other interfaces intended to be provided, if they are critical to the functioning of the registry. Please refer to the requirements in Specification 6 (section 1.2) and Specification 10 (SLA Matrix) attached to the Registry Agreement; and
 - resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area).
- A complete answer should include, but is not limited to:
- A high-level SRS system description;
 - Representative network diagram(s);
 - Number of servers;
 - Description of interconnectivity with other registry systems;
 - Frequency of synchronization between servers; and
 - Synchronization scheme (e.g., hot standby, cold standby).

THE RESPONSE FOR THIS QUESTION USES ANGLE BRACKETS (THE " < " and " > " CHARACTERS, or < and >), WHICH ICANN INFORMS US (CASE ID 11027) CANNOT BE PROPERLY RENDERED IN TAS DUE TO SECURITY CONCERNS. HENCE, THE ANSWER BELOW AS DISPLAYED IN TAS MAY NOT RENDER THE FULL RESPONSE AS INTENDED. THEREFORE, THE FULL ANSWER TO THIS QUESTION IS ALSO ATTACHED AS A PDF FILE, ACCORDING TO SPECIFIC GUIDANCE FROM ICANN UNDER CASE ID 11027.

Answers for this question (#24) are provided directly from Afilias, the back-end provider of registry services for this TLD.

Afilias operates a state-of-the-art EPP-based Shared Registration System (SRS) that is secure, stable and reliable. The SRS is a critical component of registry operations that must balance the business requirements for the registry and its customers, such as numerous domain acquisition and management functions. The SRS meets or exceeds all ICANN requirements given that Afilias:

- Operates a secure, stable and reliable SRS which updates in real-time and in full compliance with Specification 6 of the new gTLD Registry Agreement;
- Is committed to continuously enhancing our SRS to meet existing and future needs;
- Currently exceeds contractual requirements and will perform in compliance with Specification 10 of the new gTLD Registry Agreement;
- Provides SRS functionality and staff, financial, and other resources to more than adequately

meet the technical needs of this TLD, and;

- Manages the SRS with a team of experienced technical professionals who can seamlessly integrate this TLD into the Afiliias registry platform and support the TLD in a secure, stable and reliable manner.

Description of operation of the SRS, including diagrams

Afiliias' SRS provides the same advanced functionality as that used in the .INFO and .ORG registries, as well as the fourteen other TLDs currently supported by Afiliias. The Afiliias registry system is standards-compliant and utilizes proven technology, ensuring global familiarity for registrars, and it is protected by our massively provisioned infrastructure that mitigates the risk of disaster.

EPP functionality is described fully in our response to question #25; please consider those answers incorporated here by reference. An abbreviated list of Afiliias SRS functionality includes:

- Domain registration: Afiliias provides registration of names in the TLD, in both ASCII and IDN forms, to accredited registrars via EPP and a web-based administration tool.
- Domain renewal: Afiliias provides services that allow registrars the ability to renew domains under sponsorship at any time. Further, the registry performs the automated renewal of all domain names at the expiration of their term, and allows registrars to rescind automatic renewals within a specified number of days after the transaction for a full refund.
- Transfer: Afiliias provides efficient and automated procedures to facilitate the transfer of sponsorship of a domain name between accredited registrars. Further, the registry enables bulk transfers of domains under the provisions of the Registry-Registrar Agreement.
- RGP and restoring deleted domain registrations: Afiliias provides support for the Redemption Grace Period (RGP) as needed, enabling the restoration of deleted registrations.
- Other grace periods and conformance with ICANN guidelines: Afiliias provides support for other grace periods that are evolving as standard practice inside the ICANN community. In addition, the Afiliias registry system supports the evolving ICANN guidelines on IDNs.

Afiliias also supports the basic check, delete, and modify commands.

As required for all new gTLDs, Afiliias provides "thick" registry system functionality. In this model, all key contact details for each domain are stored in the registry. This allows better access to domain data and provides uniformity in storing the information.

Afiliias' SRS complies today and will continue to comply with global best practices including relevant RFCs, ICANN requirements, and this TLD's respective domain policies. With over a decade of experience, Afiliias has fully documented and tested policies and procedures, and our highly skilled team members are active participants of the major relevant technology and standards organizations, so ICANN can be assured that SRS performance and compliance are met. Full details regarding the SRS system and network architecture are provided in responses to questions #31 and #32; please consider those answers incorporated here by reference.

SRS servers and software

All applications and databases for this TLD will run in a virtual environment currently hosted by a cluster of servers equipped with the latest Intel Westmere multi-core processors. (It is possible that by the time this application is evaluated and systems deployed, Westmere processors may no longer be the "latest"; the Afiliias policy is to use the most advanced, stable technology available at the time of deployment.) The data for the registry will be stored on storage arrays of solid state drives shared over a fast storage area network. The virtual environment allows the infrastructure to easily scale both vertically and horizontally to cater to changing demand. It also facilitates effective utilization of system resources, thus reducing energy consumption and carbon footprint.

The network firewalls, routers and switches support all applications and servers. Hardware traffic shapers are used to enforce an equitable access policy for connections coming from registrars. The registry system accommodates both IPv4 and IPv6 addresses. Hardware load balancers accelerate TLS/SSL handshaking and distribute load among a pool of application servers.

Each of the servers and network devices are equipped with redundant, hot-swappable components and multiple connections to ancillary systems. Additionally, 24x7 support agreements with a four-hour response time at all our data centers guarantee replacement of failed parts in the shortest time possible.

Examples of current system and network devices used are:

- Servers: Cisco UCS B230 blade servers
- SAN storage arrays: IBM Storwize V7000 with Solid State Drives
- SAN switches: Brocade 5100
- Firewalls: Cisco ASA 5585-X
- Load balancers: F5 Big-IP 6900

- Traffic shapers: Procera PacketLogic PL8720
- Routers: Juniper MX40 3D
- Network switches: Cisco Nexus 7010, Nexus 5548, Nexus 2232

These system components are upgraded and updated as required, and have usage and performance thresholds which trigger upgrade review points. In each data center, there is a minimum of two of each network component, a minimum of 25 servers, and a minimum of two storage arrays.

Technical components of the SRS include the following items, continually checked and upgraded as needed: SRS, WHOIS, web admin tool, DNS, DNS distributor, reporting, invoicing tools, and deferred revenue system (as needed).

All hardware is massively provisioned to ensure stability under all forecast volumes from launch through "normal" operations of average daily and peak capacities. Each and every system application, server, storage and network device is continuously monitored by the Afilias Network Operations Center for performance and availability. The data gathered is used by dynamic predictive analysis tools in real-time to raise alerts for unusual resource demands. Should any volumes exceed established thresholds, a capacity planning review is instituted which will address the need for additions well in advance of their actual need.

SRS diagram and interconnectivity description

As with all core registry services, the SRS is run from a global cluster of registry system data centers, located in geographic centers with high Internet bandwidth, power, redundancy and availability. All of the registry systems will be run in a (n+1) setup, with a primary data center and a secondary data center. For detailed site information, please see our responses to questions #32 and #35. Registrars access the SRS in real-time using EPP.

A sample of the Afilias SRS technical and operational capabilities (displayed in Figure 24-a) include:

- Geographically diverse redundant registry systems;
- Load balancing implemented for all registry services (e.g. EPP, WHOIS, web admin) ensuring equal experience for all customers and easy horizontal scalability;
- Disaster Recovery Point objective for the registry is within one minute of the loss of the primary system;
- Detailed and tested contingency plan, in case of primary site failure, and;
- Daily reports, with secure access for confidentiality protection.

As evidenced in Figure 24-a, the SRS contains several components of the registry system. The interconnectivity ensures near-real-time distribution of the data throughout the registry infrastructure, timely backups, and up-to-date billing information.

The WHOIS servers are directly connected to the registry database and provide real-time responses to queries using the most up-to-date information present in the registry.

Committed DNS-related EPP objects in the database are made available to the DNS Distributor via a dedicated set of connections. The DNS Distributor extracts committed DNS-related EPP objects in real time and immediately inserts them into the zone for dissemination.

The Afilias system is architected such that read-only database connections are executed on database replicas and connections to the database master (where write-access is executed) are carefully protected to ensure high availability.

This interconnectivity is monitored, as is the entire registry system, according to the plans detailed in our response to question #42.

Synchronization scheme

Registry databases are synchronized both within the same data center and in the backup data center using a database application called Slony. For further details, please see the responses to questions #33 and #37. Slony replication of transactions from the publisher (master) database to its subscribers (replicas) works continuously to ensure the publisher and its subscribers remain synchronized. When the publisher database completes a transaction the Slony replication system ensures that each replica also processes the transaction. When there are no transactions to process, Slony "sleeps" until a transaction arrives or for one minute, whichever comes first. Slony "wakes up" each minute to confirm with the publisher that there has not been a transaction and thus ensures subscribers are synchronized and the replication time lag is minimized. The typical replication time lag between the publisher and subscribers depends on the topology of the replication cluster, specifically the location of the subscribers relative to the publisher. Subscribers located in the same data center as the publisher are typically updated within a couple of seconds, and subscribers located in a secondary data center are typically updated in less than ten seconds. This ensures real-time or near-real-time synchronization between all databases, and in the case where the secondary data center needs to be activated, it can be done

with minimal disruption to registrars.

SRS SLA performance compliance

Afilias has a ten-year record of delivering on the demanding ICANN SLAs, and will continue to provide secure, stable and reliable service in compliance with SLA requirements as specified in the new gTLD Registry Agreement, Specification 10, as presented in Figure 24-b.

The Afilias SRS currently handles over 200 million EPP transactions per month for just .INFO and .ORG. Overall, the Afilias SRS manages over 700 million EPP transactions per month for all TLDs under management.

Given this robust functionality, and more than a decade of experience supporting a thick TLD registry with a strong performance history, Afilias, on behalf of DotMusic, will meet or exceed the performance metrics in Specification 10 of the new gTLD Registry Agreement. The Afilias services and infrastructure are designed to scale both vertically and horizontally without any downtime to provide consistent performance as this TLD grows. The Afilias architecture is also massively provisioned to meet seasonal demands and marketing campaigns. Afilias' experience also gives high confidence in the ability to scale and grow registry operations for this TLD in a secure, stable and reliable manner.

SRS resourcing plans

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way.

Over 100 Afilias team members contribute to the management of the SRS code and network that will support this TLD. The SRS team is composed of Software Engineers, Quality Assurance Analysts, Application Administrators, System Administrators, Storage Administrators, Network Administrators, Database Administrators, and Security Analysts located at three geographically separate Afilias facilities. The systems and services set up and administered by these team members are monitored 24x7 by skilled analysts at two NOCs located in Toronto, Ontario (Canada) and Horsham, Pennsylvania (USA). In addition to these team members, Afilias also utilizes trained project management staff to maintain various calendars, work breakdown schedules, utilization and resource schedules and other tools to support the technical and management staff. It is this team who will both deploy this TLD on the Afilias infrastructure, and maintain it. Together, the Afilias team has managed 11 registry transitions and six new TLD launches, which illustrate its ability to securely and reliably deliver regularly scheduled updates as well as a secure, stable and reliable SRS service for this TLD.

25. Extensible Provisioning Protocol (EPP): provide a detailed description of the interface with registrars, including how the applicant will comply with EPP in RFCs 3735 (if applicable), and 5730-5734.

If intending to provide proprietary EPP extensions, provide documentation consistent with RFC 3735, including the EPP templates and schemas that will be used.

Describe resourcing plans (number and description of personnel roles allocated to this area).

A complete answer is expected to be no more than 5 pages. If there are proprietary EPP extensions, a complete answer is also expected to be no more than 5 pages per EPP extension.

Answers for this question (#25) are provided by Afilias, the back-end provider of registry services for this TLD.

Afilias has been a pioneer and innovator in the use of EPP. .INFO was the first EPP-based gTLD registry and launched on EPP version 02/00. Afilias has a track record of supporting TLDs on standards-compliant versions of EPP. Afilias will operate the EPP registrar interface as well as a web-based interface for this TLD in accordance with RFCs and global best practices. In addition, Afilias will maintain a proper OT&E (Operational Testing and Evaluation) environment to facilitate registrar system development and testing.

Afilias' EPP technical performance meets or exceeds all ICANN requirements as demonstrated by:

- A completely functional, state-of-the-art, EPP-based SRS that currently meets the needs of various gTLDs and will meet this new TLD's needs;
- A track record of success in developing extensions to meet client and registrar business requirements such as multi-script support for IDNs;
- Supporting six ICANN gTLDs on EPP: .INFO, .ORG, .MOBI, .AERO, .ASIA and .XXX
- EPP software that is operating today and has been fully tested to be standards-compliant;
- Proven interoperability of existing EPP software with ICANN-accredited registrars, and;

- An SRS that currently processes over 200 million EPP transactions per month for both .INFO and .ORG. Overall, Afilias processes over 700 million EPP transactions per month for all 16 TLDs under management.

The EPP service is offered in accordance with the performance specifications defined in the new gTLD Registry Agreement, Specification 10.

EPP Standards

The Afilias registry system complies with the following revised versions of the RFCs and operates multiple ICANN TLDs on these standards, including .INFO, .ORG, .MOBI, .ASIA and .XXX. The systems have been tested by our Quality Assurance ("QA") team for RFC compliance, and have been used by registrars for an extended period of time:

- 3735 - Guidelines for Extending EPP
- 3915 - Domain Registry Grace Period Mapping
- 5730 - Extensible Provisioning Protocol (EPP)
- 5731 - Domain Name Mapping
- 5732 - Host Mapping
- 5733 - Contact Mapping
- 5734 - Transport Over TCP
- 5910 - Domain Name System (DNS) Security Extensions Mapping for the Extensible Provisioning Protocol (EPP)

This TLD will support all valid EPP commands. The following EPP commands are in operation today and will be made available for this TLD. See attachment #25a for the base set of EPP commands and copies of Afilias XSD schema files, which define all the rules of valid, RFC compliant EPP commands and responses that Afilias supports. Any customized EPP extensions, if necessary, will also conform to relevant RFCs.

Afilias staff members actively participated in the Internet Engineering Task Force (IETF) process that finalized the new standards for EPP. Afilias will continue to actively participate in the IETF and will stay abreast of any updates to the EPP standards.

EPP software interface and functionality

Afilias will provide all registrars with a free open-source EPP toolkit. Afilias provides this software for use with both Microsoft Windows and Unix/Linux operating systems. This software, which includes all relevant templates and schema defined in the RFCs, is available on sourceforge.net and will be available through the registry operator's website.

Afilias' SRS EPP software complies with all relevant RFCs and includes the following functionality:

- EPP Greeting: A response to a successful connection returns a greeting to the client. Information exchanged can include: name of server, server date and time in UTC, server features, e.g., protocol versions supported, languages for the text response supported, and one or more elements which identify the objects that the server is capable of managing;
- Session management controls: <login> to establish a connection with a server, and <logout> to end a session;
- EPP Objects: Domain, Host and Contact for respective mapping functions;
- EPP Object Query Commands: Info, Check, and Transfer (query) commands to retrieve object information, and;
- EPP Object Transform Commands: five commands to transform objects: <create> to create an instance of an object, <delete> to remove an instance of an object, <renew> to extend the validity period of an object, <update> to change information associated with an object, and <transfer> to manage changes in client sponsorship of a known object.

Currently, 100% of the top domain name registrars in the world have software that has already been tested and certified to be compatible with the Afilias SRS registry. In total, over 375 registrars, representing over 95% of all registration volume worldwide, operate software that has been certified compatible with the Afilias SRS registry. Afilias' EPP Registrar Acceptance Criteria are available in attachment #25b, EPP OT&E Criteria.

Free EPP software support

Afilias analyzes and diagnoses registrar EPP activity log files as needed and is available to assist registrars who may require technical guidance regarding how to fix repetitive errors or exceptions caused by misconfigured client software.

Registrars are responsible for acquiring a TLS/SSL certificate from an approved certificate authority, as the registry-registrar communication channel requires mutual authentication; Afilias will acquire and maintain the server-side TLS/SSL certificate. The registrar is responsible for developing support for TLS/SSL in their client application. Afilias will provide free guidance for registrars unfamiliar with this requirement.

Registrar data synchronization

There are two methods available for registrars to synchronize their data with the registry:

- Automated synchronization: Registrars can, at any time, use the EPP <info> command to obtain definitive data from the registry for a known object, including domains, hosts (nameservers) and contacts.
- Personalized synchronization: A registrar may contact technical support and request a data file containing all domains (and associated host (nameserver) and contact information) registered by that registrar, within a specified time interval. The data will be formatted as a comma separated values (CSV) file and made available for download using a secure server.

EPP modifications

There are no unique EPP modifications planned for this TLD.

All ICANN TLDs must offer a Sunrise as part of a rights protection program. Afiliias uses EPP extensions that allow registrars to submit trademark and other intellectual property rights (IPR) data to the registry. These extensions are:

- An <ipr:name> element that indicates the name of Registered Mark.
- An <ipr:number> element that indicates the registration number of the IPR.
- An <ipr:ccLocality> element that indicates the origin for which the IPR is established (a national or international trademark registry).
- An <ipr:entitlement> element that indicates whether the applicant holds the trademark as the original "OWNER", "CO-OWNER" or "ASSIGNEE".
- An <ipr:appDate> element that indicates the date the Registered Mark was applied for.
- An <ipr:regDate> element that indicates the date the Registered Mark was issued and registered.
- An <ipr:class> element that indicates the class of the registered mark.
- An <ipr:type> element that indicates the Sunrise phase the application applies for.

Note that some of these extensions might be subject to change based on ICANN-developed requirements for the Trademark Clearinghouse.

EPP resourcing plans

Since its founding, Afiliias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afiliias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afiliias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afiliias project management methodology allows efficient and effective use of our staff in a focused way.

108 Afiliias team members directly contribute to the management and development of the EPP based registry systems. As previously noted, Afiliias is an active member of IETF and has a long documented history developing and enhancing EPP. These contributors include 11 developers and 14 QA engineers focused on maintaining and enhancing EPP server side software. These engineers work directly with business staff to timely address existing needs and forecast registry/registrar needs to ensure the Afiliias EPP software is effective today and into the future. A team of eight data analysts work with the EPP software system to ensure that the data flowing through EPP is securely and reliably stored in replicated database systems. In addition to the EPP developers, QA engineers, and data analysts, other EPP contributors at Afiliias include: Technical Analysts, the Network Operations Center and Data Services team members.

26. Whois: describe

- how the applicant will comply with Whois specifications for data objects, bulk access, and lookups as defined in Specifications 4 and 10 to the Registry Agreement;
- how the Applicant's Whois service will comply with RFC 3912; and
- resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area).

A complete answer should include, but is not limited to:

- A high-level Whois system description;
- Relevant network diagram(s);
- IT and infrastructure resources (e.g., servers, switches, routers and other components);
- Description of interconnectivity with other registry systems; and

Frequency of synchronization between servers.

To be eligible for a score of 2, answers must also include:

- Provision for Searchable Whois capabilities; and
- A description of potential forms of abuse of this feature, how these risks will be mitigated, and the basis for these descriptions

A complete answer is expected to be no more than 5 pages.

Answers for this question (#26) are provided by Afilias, the back-end provider of registry services for this TLD.

Afilias operates the WHOIS (registration data directory service) infrastructure in accordance with RFCs and global best practices, as it does for the 16 TLDs it currently supports. Designed to be robust and scalable, Afilias' WHOIS service has exceeded all contractual requirements for over a decade. It has extended search capabilities, and methods of limiting abuse.

The WHOIS service operated by Afilias meets and exceeds ICANN's requirements. Specifically, Afilias will:

- Offer a WHOIS service made available on port 43 that is flexible and standards-compliant;
- Comply with all ICANN policies, and meeting or exceeding WHOIS performance requirements in Specification 10 of the new gTLD Registry Agreement;
- Enable a Searchable WHOIS with extensive search capabilities that offers ease of use while enforcing measures to mitigate access abuse, and;
- Employ a team with significant experience managing a compliant WHOIS service.

Such extensive knowledge and experience managing a WHOIS service enables Afilias to offer a comprehensive plan for this TLD that meets the needs of constituents of the domain name industry and Internet users. The service has been tested by our QA team for RFC compliance, and has been used by registrars and many other parties for an extended period of time. Afilias' WHOIS service currently serves almost 500 million WHOIS queries per month, with the capacity already built in to handle an order of magnitude increase in WHOIS queries, and the ability to smoothly scale should greater growth be needed.

WHOIS system description and diagram

The Afilias WHOIS system, depicted in figure 26-a, is designed with robustness, availability, compliance, and performance in mind. Additionally, the system has provisions for detecting abusive usage (e.g., excessive numbers of queries from one source). The WHOIS system is generally intended as a publicly available single object lookup system. Afilias uses an advanced, persistent caching system to ensure extremely fast query response times.

Afilias will develop restricted WHOIS functions based on specific domain policy and regulatory requirements as needed for operating the business (as long as they are standards compliant). It will also be possible for contact and registrant information to be returned according to regulatory requirements. The WHOIS database supports multiple string and field searching through a reliable, free, secure web-based interface.

Data objects, interfaces, access and lookups

Registrars can provide an input form on their public websites through which a visitor is able to perform WHOIS queries. The registry operator can also provide a Web-based search on its site. The input form must accept the string to query, along with the necessary input elements to select the object type and interpretation controls. This input form sends its data to the Afilias port 43 WHOIS server. The results from the WHOIS query are returned by the server and displayed in the visitor's Web browser. The sole purpose of the Web interface is to provide a user-friendly interface for WHOIS queries.

Afilias will provide WHOIS output as per Specification 4 of the new gTLD Registry Agreement. The output for domain records generally consists of the following elements:

- The name of the domain registered and the sponsoring registrar;
- The names of the primary and secondary nameserver(s) for the registered domain name;
- The creation date, registration status and expiration date of the registration;
- The name, postal address, e-mail address, and telephone and fax numbers of the domain name holder;
- The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
- The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder, and;
- The name, postal address, e-mail address, and telephone and fax numbers of the billing contact for the domain name holder.

The following additional features are also present in Afilias' WHOIS service:

- Support for IDNs, including the language tag and the Punycode representation of the IDN in addition to Unicode Hex and Unicode HTML formats;
- Enhanced support for privacy protection relative to the display of confidential information.

Afilias will also provide sophisticated WHOIS search functionality that includes the ability to conduct multiple string and field searches.

Query controls

For all WHOIS queries, a user is required to enter the character string representing the information for which they want to search. The object type and interpretation control parameters to limit the search may also be specified. If object type or interpretation control parameter is not specified, WHOIS will search for the character string in the Name field of the Domain object.

WHOIS queries are required to be either an "exact search" or a "partial search," both of which are insensitive to the case of the input string.

An exact search specifies the full string to search for in the database field. An exact match between the input string and the field value is required.

A partial search specifies the start of the string to search for in the database field. Every record with a search field that starts with the input string is considered a match. By default, if multiple matches are found for a query, then a summary containing up to 50 matching results is presented. A second query is required to retrieve the specific details of one of the matching records.

If only a single match is found, then full details will be provided. Full detail consists of the data in the matching object as well as the data in any associated objects. For example: a query that results in a domain object includes the data from the associated host and contact objects.

WHOIS query controls fall into two categories: those that specify the type of field, and those that modify the interpretation of the input or determine the level of output to provide. Each is described below.

The following keywords restrict a search to a specific object type:

- Domain: Searches only domain objects. The input string is searched in the Name field.
 - Host: Searches only nameserver objects. The input string is searched in the Name field and the IP Address field.
 - Contact: Searches only contact objects. The input string is searched in the ID field.
 - Registrar: Searches only registrar objects. The input string is searched in the Name field.
- By default, if no object type control is specified, then the Name field of the Domain object is searched.

In addition, Afilias WHOIS systems can perform and respond to WHOIS searches by registrant name, postal address and contact names. Deployment of these features is provided as an option to the registry operator, based upon registry policy and business decision making.

Figure 26-b presents the keywords that modify the interpretation of the input or determine the level of output to provide.

By default, if no interpretation control keywords are used, the output will include full details if a single match is found and a summary if multiple matches are found.

Unique TLD requirements

There are no unique WHOIS requirements for this TLD.

Sunrise WHOIS processes

All ICANN TLDs must offer a Sunrise as part of a rights protection program. Afilias uses EPP extensions that allow registrars to submit trademark and other intellectual property rights (IPR) data to the registry. The following corresponding data will be displayed in WHOIS for relevant domains:

- Trademark Name: element that indicates the name of the Registered Mark.
- Trademark Number: element that indicates the registration number of the IPR.
- Trademark Locality: element that indicates the origin for which the IPR is established (a national or international trademark registry).
- Trademark Entitlement: element that indicates whether the applicant holds the trademark as the original "OWNER", "CO-OWNER" or "ASSIGNEE".
- Trademark Application Date: element that indicates the date the Registered Mark was applied for.
- Trademark Registration Date: element that indicates the date the Registered Mark was issued and registered.
- Trademark Class: element that indicates the class of the Registered Mark.
- IPR Type: element that indicates the Sunrise phase the application applies for.

IT and infrastructure resources

All the applications and databases for this TLD will run in a virtual environment hosted by a

cluster of servers equipped with the latest Intel Westmere multi-core processors (or a more advanced, stable technology available at the time of deployment). The registry data will be stored on storage arrays of solid-state drives shared over a fast storage area network. The virtual environment allows the infrastructure to easily scale both vertically and horizontally to cater to changing demand. It also facilitates effective utilization of system resources thus reducing energy consumption and carbon footprint.

The applications and servers are supported by network firewalls, routers and switches. The WHOIS system accommodates both IPv4 and IPv6 addresses.

Each of the servers and network devices are equipped with redundant hot-swappable components and multiple connections to ancillary systems. Additionally, 24x7 support agreements with our hardware vendor with a 4-hour response time at all our data centers guarantees replacement of failed parts in the shortest time possible.

Models of system and network devices used are:

- Servers: Cisco UCS B230 blade servers
- SAN storage arrays: IBM Storwize V7000 with Solid State Drives
- Firewalls: Cisco ASA 5585-X
- Load balancers: F5 Big-IP 6900
- Traffic shapers: Procera PacketLogic PL8720
- Routers: Juniper MX40 3D
- Network switches: Cisco Nexus 7010, Nexus 5548, Nexus 2232

There will be at least four virtual machines (VMs) offering WHOIS service. Each VM will run at least two WHOIS server instances - one for registrars and one for the public. All instances of the WHOIS service is made available to registrars and the public are rate limited to mitigate abusive behavior.

Frequency of synchronization between servers

Registration data records from the EPP publisher database will be replicated to the WHOIS system database on a near-real-time basis whenever an update occurs.

Specifications 4 and 10 compliance

The WHOIS service for this TLD will meet or exceed the performance requirements in the new gTLD Registry Agreement, Specification 10. Figure 26-c provides the exact measurements and commitments. Afiliias has a 10 year track record of exceeding WHOIS performance and a skilled team to ensure this continues for all TLDs under management.

The WHOIS service for this TLD will meet or exceed the requirements in the new gTLD Registry Agreement, Specification 4.

RFC 3912 compliance

Afiliias will operate the WHOIS infrastructure in compliance with RFCs and global best practices, as it does with the 16 TLDs Afiliias currently supports.

Afiliias maintains a registry-level centralized WHOIS database that contains information for every registered domain and for all host and contact objects. The WHOIS service will be available on the Internet standard WHOIS port (port 43) in compliance with RFC 3912. The WHOIS service contains data submitted by registrars during the registration process. Changes made to the data by a registrant are submitted to Afiliias by the registrar and are reflected in the WHOIS database and service in near-real-time, by the instance running at the primary data center, and in under ten seconds by the instance running at the secondary data center, thus providing all interested parties with up-to-date information for every domain. This service is compliant with the new gTLD Registry Agreement, Specification 4.

The WHOIS service maintained by Afiliias will be authoritative and complete, as this will be a "thick" registry (detailed domain contact WHOIS is all held at the registry); users do not have to query different registrars for WHOIS information, as there is one central WHOIS system. Additionally, visibility of different types of data is configurable to meet the registry operator's needs.

Searchable WHOIS

Afiliias offers a searchable WHOIS on a web-based Directory Service. Partial match capabilities are offered on the following fields: domain name, registrar ID, and IP address. In addition, Afiliias WHOIS systems can perform and respond to WHOIS searches by registrant name, postal address and contact names.

Providing the ability to search important and high-value fields such as registrant name, address and contact names increases the probability of abusive behavior. An abusive user could script a set of queries to the WHOIS service and access contact data in order to create or sell a list of

names and addresses of registrants in this TLD. Making the WHOIS machine readable, while preventing harvesting and mining of WHOIS data, is a key requirement integrated into the Afilias WHOIS systems. For instance, Afilias limits search returns to 50 records at a time. If bulk queries were ever necessary (e.g., to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process), Afilias makes such query responses available to carefully screened and limited staff members at the registry operator (and customer support staff) via an internal data warehouse. The Afilias WHOIS system accommodates anonymous access as well as pre-identified and profile-defined uses, with full audit and log capabilities.

The WHOIS service has the ability to tag query responses with labels such as "Do not redistribute" or "Special access granted". This may allow for tiered response and reply scenarios. Further, the WHOIS service is configurable in parameters and fields returned, which allow for flexibility in compliance with various jurisdictions, regulations or laws.

Afilias offers exact-match capabilities on the following fields: registrar ID, nameserver name, and nameserver's IP address (only applies to IP addresses stored by the registry, i.e., glue records). Search capabilities are fully available, and results include domain names matching the search criteria (including IDN variants). Afilias manages abuse prevention through rate limiting and CAPTCHA (described below). Queries do not require specialized transformations of internationalized domain names or internationalized data fields

Please see "Query Controls" above for details about search options and capabilities.

Deterring WHOIS abuse

Afilias has adopted two best practices to prevent abuse of the WHOIS service: rate limiting and CAPTCHA.

Abuse of WHOIS services on port 43 and via the Web is subject to an automated rate-limiting system. This ensures that uniformity of service to users is unaffected by a few parties whose activities abuse or otherwise might threaten to overload the WHOIS system.

Abuse of web-based public WHOIS services is subject to the use of CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart) technology. The use of CAPTCHA ensures that uniformity of service to users is unaffected by a few parties whose activities abuse or otherwise might threaten to overload the WHOIS system. The registry operator will adopt a CAPTCHA on its Web-based WHOIS.

Data mining of any sort on the WHOIS system is strictly prohibited, and this prohibition is published in WHOIS output and in terms of service.

For rate limiting on IPv4, there are configurable limits per IP and subnet. For IPv6, the traditional limitations do not apply. Whenever a unique IPv6 IP address exceeds the limit of WHOIS queries per minute, the same rate-limit for the given 64 bits of network prefix that the offending IPv6 IP address falls into will be applied. At the same time, a timer will start and rate-limit validation logic will identify if there are any other IPv6 address within the original 80-bit (<48) prefix. If another offending IPv6 address does fall into the <48 prefix then rate-limit validation logic will penalize any other IPv6 addresses that fall into that given 80-bit (<48) network. As a security precaution, Afilias will not disclose these limits.

Pre-identified and profile-driven role access allows greater granularity and configurability in both access to the WHOIS service, and in volume/frequency of responses returned for queries.

Afilias staff are key participants in the ICANN Security & Stability Advisory Committee's deliberations and outputs on WHOIS, including SAC003, SAC027, SAC033, SAC037, SAC040, and SAC051. Afilias staff are active participants in both technical and policy decision making in ICANN, aimed at restricting abusive behavior.

WHOIS staff resourcing plans

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way.

Within Afilias, there are 11 staff members who develop and maintain the compliant WHOIS systems. They keep pace with access requirements, thwart abuse, and continually develop software. Of these resources, approximately two staffers are typically required for WHOIS-related code

customization. Other resources provide quality assurance, and operations personnel maintain the WHOIS system itself. This team will be responsible for the implementation and on-going maintenance of the new TLD WHOIS service.

27. Registration Life Cycle: provide a detailed description of the proposed registration lifecycle for domain names in the proposed gTLD. The description must:

- explain the various registration states as well as the criteria and procedures that are used to change state;
- describe the typical registration lifecycle of create/update/delete and all intervening steps such as pending, locked, expired, and transferred that may apply;
- clearly explain any time elements that are involved - for instance details of add-grace or redemption grace periods, or notice periods for renewals or transfers; and
- describe resourcing plans for this aspect of the criteria (number and description of personnel roles allocated to this area).

The description of the registration lifecycle should be supplemented by the inclusion of a state diagram, which captures definitions, explanations of trigger points, and transitions from state to state.

If applicable, provide definitions for aspects of the registration lifecycle that are not covered by standard EPP RFCs.

A complete answer is expected to be no more than 5 pages.

THE RESPONSE FOR THIS QUESTION USES ANGLE BRACKETS (THE " < " and " > " CHARACTERS, or < and >), WHICH ICANN INFORMS US (CASE ID 11027) CANNOT BE PROPERLY RENDERED IN TAS DUE TO SECURITY CONCERNS. HENCE, THE ANSWER BELOW AS DISPLAYED IN TAS MAY NOT RENDER THE FULL RESPONSE AS INTENDED. THEREFORE, THE FULL ANSWER TO THIS QUESTION IS ALSO ATTACHED AS A PDF FILE, ACCORDING TO SPECIFIC GUIDANCE FROM ICANN UNDER CASE ID 11027.

Answers for this question (#27) are provided by Afilias, the back-end provider of registry services for this TLD.

Afilias has been managing registrations for over a decade. Afilias has had experience managing registrations for over a decade and supports comprehensive registration lifecycle services including the registration states, all standard grace periods, and can address any modifications required with the introduction of any new ICANN policies.

This TLD will follow the ICANN standard domain lifecycle, as is currently implemented in TLDs such as .ORG and .INFO. The main parts in a domain are: (i) Registration Period; (ii) the Auto-Renew Grace Period; (iii) Redemption Grace Period; and (iv) Pending Delete. As a special requirement to meet the .MUSIC mission established in response to question #18, catering to the needs of the Music Community DotMusic will in the Registration phase conduct data validations for all registrations and additional verifications of eligibility for registrations conducted in the Sunrise and Landrush phases. More details in response to question #20e. The below response includes: a diagram and description of the lifecycle of a domain name in this TLD, including domain creation, transfer protocols, grace period implementation and the respective time frames for each; and the existing resources to support the complete lifecycle of a domain.

As depicted in Figure 27-a, prior to the beginning of the Trademark Claims Service or Sunrise IP protection program[s], Afilias will support the reservation of names in accordance with the new gTLD Registry Agreement, Specification 5, as described in response to question #22. Registration period.

After the IP protection programs and the general launch, eligible registrants may choose an accredited registrar to register a domain name. The registrar will check availability on the requested domain name and if available, will collect specific objects such as, the required contact and host information from the registrant. The registrar will then provision the information into the registry system using standard Extensible Provisioning Protocol ("EPP") commands through a secure connection to the registry backend service provider.

When the domain is created, the standard five day Add Grace Period begins, the domain and contact information are available in WHOIS, and normal operating EPP domain statuses will apply. Other specifics regarding registration rules for an active domain include:

- The domain must be unique;
 - Restricted or reserved domains cannot be registered;
 - The domain can be registered from 1-10 years;
 - The domain can be renewed at any time for 1-10 years, but cannot exceed 10 years;
 - The domain can be explicitly deleted at any time;
 - The domain can be transferred from one registrar to another except during the first 60 days following a successful registration or within 60 days following a transfer; and,
- Contacts and hosts can be modified at any time.

The following describe the domain status values recognized in WHOIS when using the EPP protocol following RFC 5731.

- OK or Active: This is the normal status for a domain that has no pending operations or restrictions.
- Inactive: The domain has no delegated name servers.
- Locked: No action can be taken on the domain. The domain cannot be renewed, transferred, updated, or deleted. No objects such as contacts or hosts can be associated to, or disassociated from the domain. This status includes: Delete Prohibited / Server Delete Prohibited, Update Prohibited / Server Update Prohibited, Transfer Prohibited, Server Transfer Prohibited, Renew Prohibited, Server Renew Prohibited.
- Hold: The domain will not be included in the zone. This status includes: Client Hold, Server Hold.
- Transfer Prohibited: The domain cannot be transferred away from the sponsoring registrar. This status includes: Client Transfer Prohibited, Server Transfer Prohibited.

The following describe the registration operations that apply to the domain name during the registration period.

a. Domain modifications: This operation allows for modifications or updates to the domain attributes to include:

- i. Registrant Contact
- ii. Admin Contact
- iii. Technical Contact
- iv. Billing Contact
- v. Host or nameservers
- vi. Authorization information
- vii. Associated status values

A domain with the EPP status of Client Update Prohibited or Server Update Prohibited may not be modified until the status is removed.

b. Domain renewals: This operation extends the registration period of a domain by changing the expiration date. The following rules apply:

- i. A domain can be renewed at any time during its registration term,
- ii. The registration term cannot exceed a total of 10 years.

A domain with the EPP status of Client Renew Prohibited or Server Renew Prohibited cannot be renewed.

c. Domain deletions: This operation deletes the domain from the Shared Registry Services (SRS). The following rules apply:

- i. A domain can be deleted at any time during its registration term, if the domain is deleted during the Add Grace Period or the Renew/Extend Grace Period, the sponsoring registrar will receive a credit,
- ii. A domain cannot be deleted if it has "child" nameservers that are associated to other domains.

A domain with the EPP status of Client Delete Prohibited or Server Delete Prohibited cannot be deleted.

d. Domain transfers: A transfer of the domain from one registrar to another is conducted by following the steps below.

- i. The registrant must obtain the applicable <authInfo> code from the sponsoring (losing) registrar.
 - Every domain name has an authInfo code as per EPP RFC 5731. The authInfo code is a six- to 16-character code assigned by the registrar at the time the name was created. Its purpose is to aid identification of the domain owner so proper authority can be established (it is the "password" to the domain).
 - Under the Registry-Registrar Agreement, registrars will be required to provide a copy of the authInfo code to the domain registrant upon his or her request.
- ii. The registrant must provide the authInfo code to the new (gaining) registrar, who will then initiate a domain transfer request. A transfer cannot be initiated without the authInfo code.
 - Every EPP <transfer> command must contain the authInfo code or the request will fail. The authInfo code represents authority to the registry to initiate a transfer.
- iii. Upon receipt of a valid transfer request, the registry automatically asks the sponsoring (losing) registrar to approve the request within five calendar days.
 - When a registry receives a transfer request the domain cannot be modified, renewed or deleted until the request has been processed. This status must not be combined with either Client Transfer Prohibited or Server Transfer Prohibited status.
 - If the sponsoring (losing) registrar rejects the transfer within five days, the transfer request is cancelled. A new domain transfer request will be required to reinitiate the process.

- If the sponsoring (losing) registrar does not approve or reject the transfer within five days, the registry automatically approves the request.
- iv. After a successful transfer, it is strongly recommended that registrars change the authInfo code, so that the prior registrar or registrant cannot use it anymore.
- v. Registrars must retain all transaction identifiers and codes associated with successful domain object transfers and protect them from disclosure.
- vi. Once a domain is successfully transferred the status of TRANSFERPERIOD is added to the domain for a period of five days.
- vii. Successful transfers will result in a one year term extension (resulting in a maximum total of 10 years), which will be charged to the gaining registrar.

e. Bulk transfer: Afiliias, supports bulk transfer functionality within the SRS for situations where ICANN may request the registry to perform a transfer of some or all registered objects (includes domain, contact and host objects) from one registrar to another registrar. Once a bulk transfer has been executed, expiry dates for all domain objects remain the same, and all relevant states of each object type are preserved. In some cases the gaining and the losing registrar as well as the registry must approved bulk transfers. A detailed log is captured for each bulk transfer process and is archived for audit purposes.

DotMusic will support ICANN's Transfer Dispute Resolution Process. DotMusic will work with Afiliias to respond to Requests for Enforcement (law enforcement or court orders) and will follow that process.

1. Auto-renew grace period

The Auto-Renew Grace Period displays as AUTORENEWPERIOD in WHOIS. An auto-renew must be requested by the registrant through the sponsoring registrar and occurs if a domain name registration is not explicitly renewed or deleted by the expiration date and is set to a maximum of 45 calendar days. In this circumstance the registration will be automatically renewed by the registry system the first day after the expiration date. If a Delete, Extend, or Transfer occurs within the AUTORENEWPERIOD the following rules apply:

i. Delete. If a domain is deleted the sponsoring registrar at the time of the deletion receives a credit for the auto-renew fee. The domain then moves into the Redemption Grace Period with a status of PENDING DELETE RESTORABLE.

ii. Renew/Extend. A domain can be renewed as long as the total term does not exceed 10 years. The account of the sponsoring registrar at the time of the extension will be charged for the additional number of years the registration is renewed.

iii. Transfer (other than ICANN-approved bulk transfer). If a domain is transferred, the losing registrar is credited for the auto-renew fee, and the year added by the operation is cancelled. As a result of the transfer, the expiration date of the domain is extended by minimum of one year as long as the total term does not exceed 10 years. The gaining registrar is charged for the additional transfer year(s) even in cases where a full year is not added because of the maximum 10 year registration restriction.

2. Redemption grace period

During this period, a domain name is placed in the PENDING DELETE RESTORABLE status when a registrar requests the deletion of a domain that is not within the Add Grace Period. A domain can remain in this state for up to 30 days and will not be included in the zone file. The only action a registrar can take on a domain is to request that it be restored. Any other registrar requests to modify or otherwise update the domain will be rejected. If the domain is restored it moves into PENDING RESTORE and then OK. After 30 days if the domain is not restored it moves into PENDING DELETE SCHEDULED FOR RELEASE before the domain is released back into the pool of available domains.

3. Pending delete

During this period, a domain name is placed in PENDING DELETE SCHEDULED FOR RELEASE status for five days, and all Internet services associated with the domain will remain disabled and domain cannot be restored. After five days the domain is released back into the pool of available domains.

Other grace periods

All ICANN required grace periods will be implemented in the registry backend service provider's system including the Add Grace Period (AGP), Renew/Extend Grace Period (EGP), Transfer Grace Period (TGP), Auto-Renew Grace Period (ARGP), and Redemption Grace Period (RGP). The lengths of grace periods are configurable in the registry system. At this time, the grace periods will be implemented following other gTLDs such as .ORG. More than one of these grace periods may be in effect at any one time. The following are accompanying grace periods to the registration lifecycle.

Add Grace Period

The Add Grace Period displays as ADDPERIOD in WHOIS and is set to five calendar days following the initial registration of a domain. If the domain is deleted by the registrar during this period, the registry provides a credit to the registrar for the cost of the registration. If a Delete, Renew/Extend, or Transfer operation occurs within the five calendar days, the following rules apply.

- i. Delete. If a domain is deleted within this period the sponsoring registrar at the time of the deletion is credited for the amount of the registration. The domain is deleted from the registry backend service provider's database and is released back into the pool of available domains.
- ii. Renew/Extend. If the domain is renewed within this period and then deleted, the sponsoring registrar will receive a credit for both the registration and the extended amounts. The account of the sponsoring registrar at the time of the renewal will be charged for the initial registration plus the number of years the registration is extended. The expiration date of the domain registration is extended by that number of years as long as the total term does not exceed 10 years.
- iii. Transfer (other than ICANN-approved bulk transfer). Transfers under Part A of the ICANN Policy on Transfer of Registrations between registrars may not occur during the ADDPERIOD or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the registrar sponsoring the domain name registration and is enforced by the SRS.

Renew / Extend grace period

The Renew / Extend Grace Period displays as RENEWPERIOD in WHOIS and is set to five calendar days following an explicit renewal on the domain by the registrar. If a Delete, Extend, or Transfer occurs within the five calendar days, the following rules apply:

- i. Delete. If a domain is deleted within this period the sponsoring registrar at the time of the deletion receives a credit for the renewal fee. The domain then moves into the Redemption Grace Period with a status of PENDING DELETE RESTORABLE.
- ii. Renew/Extend. A domain registration can be renewed within this period as long as the total term does not exceed 10 years. The account of the sponsoring registrar at the time of the extension will be charged for the additional number of years the registration is renewed.
- iii. Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the Renew/Extend Grace Period, there is no credit to the losing registrar for the renewal fee. As a result of the transfer, the expiration date of the domain registration is extended by a minimum of one year as long as the total term for the domain does not exceed 10 years.

If a domain is auto-renewed, then extended, and then deleted within the Renew/Extend Grace Period, the registrar will be credited for any auto-renew fee charged and the number of years for the extension. The years that were added to the domain's expiration as a result of the auto-renewal and extension are removed. The deleted domain is moved to the Redemption Grace Period with a status of PENDING DELETE RESTORABLE.

Transfer Grace Period

The Transfer Grace period displays as TRANSFERPERIOD in WHOIS and is set to five calendar days after the successful transfer of domain name registration from one registrar to another registrar. Transfers under Part A of the ICANN Policy on Transfer of Registrations between registrars may not occur during the TRANSFERPERIOD or within the first 60 days after the transfer. If a Delete or Renew/Extend occurs within that five calendar days, the following rules apply:

- i. Delete. If the domain is deleted by the new sponsoring registrar during this period, the registry provides a credit to the registrar for the cost of the transfer. The domain then moves into the Redemption Grace Period with a status of PENDING DELETE RESTORABLE.
- ii. Renew/Extend. If a domain registration is renewed within the Transfer Grace Period, there is no credit for the transfer. The registrar's account will be charged for the number of years the registration is renewed. The expiration date of the domain registration is extended by the renewal years as long as the total term does not exceed 10 years.

Special considerations

As established in this application .MUSIC is a community TLD with the Music Policy and Copyright

Infringement Dispute Resolution Process to solve dispute concerning the established eligibility criteria for domain name registrants under .MUSIC; as described in response to question #20e. Further, .MUSIC will conduct auctions for multiple registration applications for the same domain name in the Sunrise and Landrush phases; exceptions is the globally Protected marks List that supersedes any registration applications. More details are provided in response to question #18b and #20e. Afilias will manage the domain name auction using existing technology. Upon the completion of the auction, any domain name acquired will then follow the standard lifecycle of a domain.

Registration lifecycle resources

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way. Virtually all Afilias resource are involved in the registration lifecycle of domains. There are a few areas where registry staff devote resources to registration lifecycle issues:

- a. Supporting Registrar Transfer Disputes. The registry operator will have a compliance staffer handle these disputes as they arise; they are very rare in the existing gTLDs.
- b. Afilias has its development and quality assurance departments on hand to modify the grace period functionality as needed, if ICANN issues new Consensus Policies or the RFCs change. Afilias has more than 30 staff members in these departments.

28. Abuse Prevention and Mitigation: Applicants should describe the proposed policies and procedures to minimize abusive registrations and other activities that have a negative impact on Internet users. A complete answer should include, but is not limited to:

- An implementation plan to establish and publish on its website a single abuse point of contact responsible for addressing matters requiring expedited attention and providing a timely response to abuse complaints concerning all names registered in the TLD through all registrars of record, including those involving a reseller;
- Policies for handling complaints regarding abuse;
- Proposed measures for removal of orphan glue records for names removed from the zone when provided with evidence in written form that the glue is present in connection with malicious conduct (see Specification 6); and
- Resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area).

To be eligible for a score of 2, answers must include measures to promote Whois accuracy as well as measures from one other area as described below.

- Measures to promote Whois accuracy (can be undertaken by the registry directly or by registrars via requirements in the Registry-Registrar Agreement (RRA)) may include, but are not limited to:
 - Authentication of registrant information as complete and accurate at time of registration. Measures to accomplish this could include performing background checks, verifying all contact information of principals mentioned in registration data, reviewing proof of establishment documentation, and other means
 - Regular monitoring of registration data for accuracy and completeness, employing authentication methods, and establishing policies and procedures to address domain names with inaccurate or incomplete Whois data; and
 - If relying on registrars to enforce measures, establishing policies and procedures to ensure compliance, which may include audits, financial incentives, penalties, or other means. Note that the requirements of the RAA will continue to apply to all ICANN-accredited registrars.
- A description of policies and procedures that define malicious or abusive behavior, capture metrics, and establish Service Level Requirements for resolution, including service levels for responding to law enforcement requests. This may include rapid takedown or suspension systems and sharing information regarding malicious or abusive behavior with industry partners;
- Adequate controls to ensure proper access to domain functions (can be undertaken by the registry directly or by registrars via requirements in the Registry-Registrar Agreement (RRA)) may include, but are not limited to:
 - Requiring multi-factor authentication (i.e., strong passwords, tokens, one-time passwords) from registrants to process update, transfers, and deletion requests;
 - Requiring multiple, unique points of contact to request and/or approve update, transfer, and deletion requests; and
 - Requiring the notification of multiple, unique points of contact when a domain has been updated, transferred, or deleted.

A complete answer is expected to be no more than 20 pages.

DotMusic, working with Afiliass, will take the requisite operational and technical steps to promote WHOIS data accuracy, limit domain abuse, remove outdated and inaccurate data, and other security measures to ensure the integrity of the TLD. The specific measures include, but are not limited to:

- Posting a TLD Anti-Abuse Policy that clearly defines abuse, and provide point-of-contact information for reporting suspected abuse;
- Committing to rapid identification and resolution of abuse, including suspensions;
- Ensuring completeness of WHOIS information at the time of registration;
- Performing data validations of WHOIS elements at time of registration and exploring mechanisms for re-evaluation when registrants update such information;
- Publishing and maintaining procedures for removing orphan glue records for names removed from the zone,
- Introducing the .MUSIC Policy & Copyright Infringement Dispute Resolution Process ("MPCIDRP") to ensure eligibility requirements, use and naming policies as established in response to question #20e, and;
- Establishing measures to deter WHOIS abuse, including rate-limiting, determining data syntax validity, and implementing and enforcing requirements from the Registry-Registrar Agreement.

Abuse policy

The Abuse Policy stated below will be enacted under the contractual authority of the registry operator through the Registry-Registrar Agreement, and the obligations will be passed on to and made binding upon registrants. This policy will be posted on the TLD web site along with contact information for registrants or users to report suspected abuse.

The policy is designed to address the malicious use of domain names. The registry operator and its registrars will make reasonable attempts to limit significant harm to Internet users. This policy is not intended to take the place of the Uniform Domain Name Dispute Resolution Policy (UDRP) or the Uniform Rapid Suspension System (URS), and it is not to be used as an alternate form of dispute resolution or as a brand protection mechanism. Its intent is not to burden law-abiding or innocent registrants and domain users; rather, the intent is to deter those who use domain names maliciously by engaging in illegal or fraudulent activity.

Repeat violations of the Abuse policy will result in a case-by-case review of the abuser(s), and the registry operator reserves the right to escalate the issue, with the intent of levying sanctions that are allowed under the TLD anti-abuse policy.

The below policy is a recent version of the policy that has been used by the .INFO registry since 2008, and the .ORG registry since 2009. It has proven to be an effective and flexible tool.

.MUSIC Anti-Abuse Policy

The following Anti-Abuse Policy is effective upon launch of the TLD. Malicious use of domain names will not be tolerated. The nature of such abuses creates security and stability issues for the registry, registrars, and registrants, as well as for users of the Internet in general. The registry operator definition of abusive use of a domain includes, without limitation, the following:

- Illegal or fraudulent actions;
- Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of web sites and Internet forums;
- Phishing: The use of counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or poisoning;
- Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and Trojan horses.
- Malicious fast-flux hosting: Use of fast-flux techniques with a botnet to disguise the location of web sites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities.
- Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct distributed denial-of-service attacks (DDoS attacks);
- Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

Pursuant to the Registry-Registrar Agreement, registry operator reserves the right at its sole discretion to deny, cancel, or transfer any registration or transaction, or place any domain

name(s) on registry lock, hold, or similar status, that it deems necessary: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement and this Anti-Abuse Policy, or (5) to correct mistakes made by registry operator or any registrar in connection with a domain name registration. Registry operator also reserves the right to place upon registry lock, hold, or similar status a domain name during resolution of a dispute.

The policy stated above will be accompanied by notes about how to submit a report to the registry operator's abuse point of contact, and how to report an orphan glue record suspected of being used in connection with malicious conduct (see below).

Abuse point of contact and procedures for handling abuse complaints

The registry operator will establish an abuse point of contact. This contact will be a role-based e-mail address of the form "abuse@registry.MUSIC". This e-mail address will allow multiple staff members to monitor abuse reports on a 24x7 basis, and then work toward closure of cases as each situation calls for. For tracking purposes, the registry operator will have a ticketing system with which all complaints will be tracked internally. The reporter will be provided with the ticket reference identifier for potential follow-up. Afiliias will integrate its existing ticketing system with the registry operator's to ensure uniform tracking and handling of the complaint. This role-based approach has been used successfully by ISPs, e-mail service providers, and registrars for many years, and is considered a global best practice.

The registry operator's designated abuse handlers will then evaluate complaints received via the abuse system address. They will decide whether a particular issue is of concern, and decide what action, if any, is appropriate.

In general, the registry operator will find itself receiving abuse reports from a wide variety of parties, including security researchers and Internet security companies, financial institutions such as banks, Internet users, and law enforcement agencies among others. Some of these parties may provide good forensic data or supporting evidence of the malicious behavior. In other cases, the party reporting an issue may not be familiar with how to provide such data or proof of malicious behavior. It is expected that a percentage of abuse reports to the registry operator will not be actionable, because there will not be enough evidence to support the complaint (even after investigation), and because some reports or reporters will simply not be credible.

The security function includes a communication and outreach function, with information sharing with industry partners regarding malicious or abusive behavior, in order to ensure coordinated abuse mitigation across multiple TLDs.

Assessing abuse reports requires great care, and the registry operator will rely upon professional, trained investigators who are versed in such matters. The goals are accuracy, good record-keeping, and a zero false-positive rate so as not to harm innocent registrants.

Different types of malicious activities require different methods of investigation and documentation. Further, the registry operator expects to face unexpected or complex situations that call for professional advice, and will rely upon professional, trained investigators as needed.

In general, there are two types of domain abuse that must be addressed:

a) Compromised domains. These domains have been hacked or otherwise compromised by criminals, and the registrant is not responsible for the malicious activity taking place on the domain. For example, the majority of domain names that host phishing sites are compromised. The goal in such cases is to get word to the registrant (usually via the registrar) that there is a problem that needs attention with the expectation that the registrant will address the problem in a timely manner. Ideally such domains do not get suspended, since suspension would disrupt legitimate activity on the domain.

b) Malicious registrations. These domains are registered by malefactors for the purpose of abuse. Such domains are generally targets for suspension, since they have no legitimate use.

The standard procedure is that the registry operator will forward a credible alleged case of malicious domain name use to the domain's sponsoring registrar with a request that the registrar investigate the case and act appropriately. The registrar will be provided evidence collected as a result of the investigation conducted by the trained abuse handlers. As part of the investigation, if inaccurate or false WHOIS registrant information is detected, the registrar is notified about this. The registrar is the party with a direct relationship with—and a direct contract with—the registrant. The registrar will also have vital information that the registry operator will not, such as:

- Details about the domain purchase, such as the payment method used (credit card, PayPal, etc.);
- The identity of a proxy-protected registrant;

- The purchaser's IP address;
- Whether there is a reseller involved, and;
- The registrant's past sales history and purchases in other TLDs (insofar as the registrar can determine this).

Registrars do not share the above information with registry operators due to privacy and liability concerns, among others. Because they have more information with which to continue the investigation, and because they have a direct relationship with the registrant, the registrar is in the best position to evaluate alleged abuse. The registrar can determine if the use violates the registrar's legal terms of service or the registry Anti-Abuse Policy, and can decide whether or not to take any action. While the language and terms vary, registrars will be expected to include language in their registrar-registrant contracts that indemnifies the registrar if it takes action, and allows the registrar to suspend or cancel a domain name; this will be in addition to the registry Anti-Abuse Policy. Generally, registrars can act if the registrant violates the registrar's terms of service, or violates ICANN policy, or if illegal activity is involved, or if the use violates the registry's Anti-Abuse Policy.

If a registrar does not take action within a time period indicated by the registry operator (usually 24 hours), the registry operator might then decide to take action itself. At all times, the registry operator reserves the right to act directly and immediately if the potential harm to Internet users seems significant or imminent, with or without notice to the sponsoring registrar.

The registry operator will be prepared to call upon relevant law enforcement bodies as needed. There are certain cases, for example, Illegal pharmacy domains, where the registry operator will contact the Law Enforcement Agencies to share information about these domains, provide all the evidence collected and work closely with them before any action will be taken for suspension. The specific action is often dependent upon the jurisdiction of the registry operator, although the operator in all cases will adhere to applicable laws and regulations.

When valid court orders or seizure warrants are received from courts or law enforcement agencies of relevant jurisdiction, the registry operator will order execution in an expedited fashion. Compliance with these will be a top priority and will be completed as soon as possible and within the defined timelines of the order. There are certain cases where Law Enforcement Agencies request information about a domain including but not limited to:

- Registration information
- History of a domain, including recent updates made
- Other domains associated with a registrant's account
- Patterns of registrant portfolio

Requests for such information is handled on a priority basis and sent back to the requestor as soon as possible. Afiliass sets a goal to respond to such requests within 24 hours.

DotMusic and Afiliass may also engage in proactive screening of its zone for malicious use of the domains in the TLD, and report problems to the sponsoring registrars. DotMusic will from time to time evaluate the necessity in proactive screenings and may take advantage of a combination of the following resources, among others:

- Blocklists of domain names and nameservers published by organizations such as SURBL and Spamhaus.
- Anti-phishing feeds, which will provide URLs of compromised and maliciously registered domains being used for phishing.
- Analysis of registration or DNS query data [DNS query data received by the TLD nameservers.]

The registry operator will keep records and track metrics regarding abuse and abuse reports. These will include:

- Number of abuse reports received by the registry's abuse point of contact described above;
- Number of cases and domains referred to registrars for resolution;
- Number of cases and domains where the registry took direct action;
- Resolution times;
- Number of domains in the TLD that have been blacklisted by major anti-spam blocklist providers, and;
- Phishing site uptimes in the TLD.

Removal of orphan glue records

By definition, orphan glue records used to be glue records. Glue records are related to delegations and are necessary to guide iterative resolvers to delegated nameservers. A glue record becomes an orphan when its parent nameserver record is removed without also removing the corresponding glue record. (Please reference the ICANN SSAC paper SAC048 at: <http://www.icann.org/en/committees/security/sac048.pdf>.) Orphan glue records may be created when a domain (example.tld) is placed on EPP ServerHold or ClientHold status. When placed on Hold, the domain is removed from the zone and will stop resolving. However, any child nameservers (now orphan glue) of that domain (e.g., ns1.example.tld) are left in the zone. It is important to keep

these orphan glue records in the zone so that any innocent sites using that nameserver will continue to resolve. This use of Hold status is an essential tool for suspending malicious domains.

Afilias observes the following procedures, which are being followed by other registries and are generally accepted as DNS best practices. These procedures are also in keeping with ICANN SSAC recommendations.

When a request to delete a domain is received from a registrar, the registry first checks for the existence of glue records. If glue records exist, the registry will check to see if other domains in the registry are using the glue records. If other domains in the registry are using the glue records then the request to delete the domain will fail until no other domains are using the glue records. If no other domains in the registry are using the glue records then the glue records will be removed before the request to delete the domain is satisfied. If no glue records exist then the request to delete the domain will be satisfied.

If a registrar cannot delete a domain because of the existence of glue records that are being used by other domains, then the registrar may refer to the zone file or the "weekly domain hosted by nameserver report" to find out which domains are using the nameserver in question and attempt to contact the corresponding registrar to request that they stop using the nameserver in the glue record. The registry operator does not plan on performing mass updates of the associated DNS records.

The registry operator will accept, evaluate, and respond appropriately to complaints that orphan glue is being used maliciously. Such reports should be made in writing to the registry operator, and may be submitted to the registry's abuse point-of-contact. If it is confirmed that an orphan glue record is being used in connection with malicious conduct, the registry operator will have the orphan glue record removed from the zone file. Afilias has the technical ability to execute such requests as needed.

Methods to promote WHOIS accuracy

The creation and maintenance of accurate WHOIS records is an important part of registry management. As described in our response to question #26, WHOIS, the registry operator will manage a secure, robust and searchable WHOIS service for this TLD.

WHOIS data accuracy

The registry operator will offer a "thick" registry system. In this model, all key contact details for each domain name will be stored in a central location by the registry. This allows better access to domain data, and provides uniformity in storing the information. The registry operator will ensure that the required fields for WHOIS data (as per the defined policies for the TLD) are enforced at the registry level. This ensures that the registrars are providing required domain registration data. Fields defined by the registry policy to be mandatory are documented as such and must be submitted by registrars. The Afilias registry system verifies formats for relevant individual data fields (e.g. e-mail, and phone/fax numbers). Only valid country codes are allowed as defined by the ISO 3166 code list. The Afilias WHOIS system is extensible, and is capable of using the VAULT system, described further below.

To further ensure that registrants under .MUSIC can be reached DotMusic will introduce data validation of some WHOIS elements as part of the .MUSIC policies as described in response to question #20. DotMusic will explore mechanisms for data re-validation if all validated elements for one registrant are modified, such as could be the case in a registrant transfers.

Similar to the centralized abuse point of contact described above, the registry operator can institute a contact email address which could be utilized by third parties to submit complaints for inaccurate or false WHOIS data detected. DotMusic will in its periodic evaluations of the overall functionality and usability of .MUSIC include assessment of needs for a Whois data accuracy point of contact. DotMusic will work dedicatedly and directly with law-enforcement agencies, authorities, ICANN working Groups, and other security experts in the ongoing development of promoting WHOIS data accuracy. This information will be processed by Afilias' support department and forwarded to the registrars. The registrars can work with the registrants of those domains to address these complaints. Afilias will audit registrars on a yearly basis to verify whether the complaints being forwarded are being addressed or not. This functionality, available to all registry operators, is activated based on the registry operator's business policy.

Afilias also incorporates a spot-check verification system where a randomly selected set of domain names are checked periodically for accuracy of WHOIS data. Afilias' .PRO registry system incorporates such a verification system whereby 1% of total registrations or 100 domains, whichever number is larger, are spot-checked every month to verify the domain name registrant's critical information provided with the domain registration data. With both a highly qualified corps of engineers and a 24x7 staffed support function, Afilias will integrate such spot-check

functionality into this TLD, based on the registry operator's business policy. Note: This functionality will not work for proxy protected WHOIS information, where registrars or their resellers have the actual registrant data. The solution to that problem lies with either registry or registrar policy, or a change in the general marketplace practices with respect to proxy registrations.

Finally, Afiliias' registry systems have a sophisticated set of billing and pricing functionality which aids registry operators who decide to provide a set of financial incentives to registrars for maintaining or improving WHOIS accuracy. For instance, it is conceivable that the registry operator may decide to provide a discount for the domain registration or renewal fees for validated registrants, or levy a larger cost for the domain registration or renewal of proxy domain names. The Afiliias system has the capability to support such incentives on a configurable basis, towards the goal of promoting better WHOIS accuracy. DotMusic has no specific plans for price discounts, but will consider that as a part of marketing initiatives in cases where the Most Likely scenario registration volume is not met, as discussed in response to questions 45-50.

Role of registrars

As part of the RRA (Registry Registrar Agreement), the registry operator will require the registrar to be responsible for ensuring the input of accurate WHOIS data by their registrants. The Registrar/Registered Name Holder Agreement will include a specific clause to ensure accuracy of WHOIS data, and to give the registrar rights to cancel or suspend registrations if the Registered Name Holder fails to respond to the registrar's query regarding accuracy of data. ICANN's WHOIS Data Problem Reporting System (WDPRS) will be available to those who wish to file WHOIS inaccuracy reports, as per ICANN policy (<http://wdprs.internic.net/>).

Controls to ensure proper access to domain functions

Several measures are in place in the Afiliias registry system to ensure proper access to domain functions, including authentication provisions in the RRA relative to notification and contact updates via use of AUTH-INFO codes.

IP address access control lists, TLS/SSL certificates and proper authentication are used to control access to the registry system. Registrars are only given access to perform operations on the objects they sponsor.

Every domain will have a unique AUTH-INFO code. The AUTH-INFO code is a 6- to 16-character code assigned by the registrar at the time the name is created. Its purpose is to aid identification of the domain owner so proper authority can be established. It is the "password" to the domain name. Registrars must use the domain's password in order to initiate a registrar-to-registrar transfer. It is used to ensure that domain updates (update contact information, transfer, or deletion) are undertaken by the proper registrant, and that this registrant is adequately notified of domain update activity. Only the sponsoring registrar of a domain has access to the domain's AUTH-INFO code stored in the registry, and this is accessible only via encrypted, password-protected channels.

Information about other registry security measures such as encryption and security of registrar channels are confidential to ensure the security of the registry system. The details can be found in the response to question #30b.

.MUSIC Community Specific Protections

In protection of the interests of the Music Community, in line with the .MUSIC mission established in response to question #18, DotMUSIC reserves the right to deny, cancel, transfer and registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement agencies, in compliance with any dispute resolution process result, or to avoid any liability, civil, or criminal, on the part of the registry operator, its affiliates, subsidiaries, officers, directors, and employees. DotMusic reserves the right to lock a domain name during resolution of a dispute. DotMusic reserves the right to terminate a domain at any time for failure of the registrant to demonstrate that it meets all established requirements under .MUSIC policies.

.MUSIC has established specific protection mechanisms as described in the response to question #20e. As a means to cure any disputes concerning adherence to the .MUSIC requirements and policies, DotMUSIC is establishing the .MUSIC Policy & Copyright Infringement Dispute Resolution Process ("MPCIDRP"). All .MUSIC registrants will be bound by this policy by means of the .MUSIC Registration Agreement.

The MPCIDRP may be invoked by any third party in order to solve a dispute with a registrant over the registration or use of the registration in violation of the .MUSIC policies. A dispute filing can take place with any approved MPCIDRP dispute resolution provider and must specify how the domain name is in violation of the purposes contemplated by the definition and qualification of a .MUSIC.

The details of the MPCIDRP will be published prior to the launch of .MUSIC. Details of the process, proceedings, and supplemental rules a complainant must follow will be developed in coordination with respective dispute resolution providers and it will also be published prior to launch of .MUSIC.

Validation and abuse mitigation mechanisms

Afilias has developed advanced validation and abuse mitigation mechanisms. These capabilities and mechanisms are described below. These services and capabilities are discretionary and may be utilized by the registry operator based on their policy and business need.

Afilias has the ability to analyze the registration data for known patterns at the time of registration. A database of these known patterns is developed from domains and other associated objects (e.g., contact information) which have been previously detected and suspended after being flagged as abusive. Any domains matching the defined criteria can be flagged for investigation. Once analyzed and confirmed by the domain anti-abuse team members, these domains may be suspended. This provides proactive detection of abusive domains.

Provisions are available to enable the registry operator to only allow registrations by pre-authorized and verified contacts. These verified contacts are given a unique code that can be used for registration of new domains. Such provision will be used in the case where holders of a mark in the Globally Protected Marks list (a protection mechanism explained in response to question #20e) wish to register their mark under .MUSIC; and it can also be used for release of the reserved country and territory names per response to question #22.

Registrant pre-verification and authentication

As previously mentioned DotMUSIC will validate certain data elements in relation to domain name registrations. The methods used may be modified from time to time as technology in this area advance, and will be selected to avoid too much interruption for the registrant. One of the systems that could be used for validity and identity authentication is VAULT (Validation and Authentication Universal Lookup). It utilizes information obtained from a series of trusted data sources with access to billions of records containing data about individuals for the purpose of providing independent age and id verification as well as the ability to incorporate additional public or private data sources as required. At present it has the following: US Residential Coverage - 90% of Adult Population and also International Coverage - Varies from Country to Country with a minimum of 80% coverage (24 countries, mostly European).

Various verification elements can be used. Examples might include applicant data such as name, address, phone, etc. Multiple methods could be used for verification include integrated solutions utilizing API (XML Application Programming Interface) or sending batches of requests.

- Verification and Authentication requirements would be based on TLD operator requirements or specific criteria.
- Based on required WHOIS Data; registrant contact details (name, address, phone)
- If address/ZIP can be validated by VAULT, the validation process can continue (North America +25 International countries)
- If in-line processing and registration and EPP/API call would go to the verification clearinghouse and return up to 4 challenge questions.
- If two-step registration is required, then registrants would get a link to complete the verification at a separate time. The link could be specific to a domain registration and pre-populated with data about the registrant.
- If WHOIS data is validated a token would be generated and could be given back to the registrar which registered the domain.
- WHOIS data would reflect the Validated Data or some subset, i.e., fields displayed could be first initial and last name, country of registrant and date validated. Other fields could be generic validation fields much like a "privacy service".
- A "Validation Icon" customized script would be sent to the registrants email address. This could be displayed on the website and would be dynamically generated to avoid unauthorized use of the Icon. When clicked on the Icon would should limited WHOIS details i.e. Registrant: jdoe, Country: USA, Date Validated: March 29, 2011, as well as legal disclaimers.
- Validation would be annually renewed, and validation date displayed in the WHOIS.

Abuse prevention resourcing plans

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way. Abuse prevention

and detection is a function that is staffed across the various groups inside Afiliias, and requires a team effort when abuse is either well hidden or widespread, or both. While all of Afiliias' 200+ employees are charged with responsibility to report any detected abuse, the engineering and analysis teams, numbering over 30, provide specific support based on the type of abuse and volume and frequency of analysis required. The Afiliias security and support teams have the authority to initiate mitigation.

Afiliias has developed advanced validation and abuse mitigation mechanisms. These capabilities and mechanisms are described below. These services and capabilities are discretionary and may be utilized by the registry operator based on their policy and business need.

This TLD's anticipated volume of registrations in the first three years of operations is listed in response #46. Afiliias and the registry operator's anti-abuse function anticipates the expected volume and type of registrations, and together will adequately cover the staffing needs for this TLD. The registry operator will maintain an abuse response team, which may be a combination of internal staff and outside specialty contractors, adjusting to the needs of the size and type of TLD. The team structure planned for this TLD is based on several years of experience responding to, mitigating, and managing abuse for TLDs of various sizes. The team will generally consist of abuse handlers (probably internal), a junior analyst, (either internal or external), and a senior security consultant (likely an external resource providing the registry operator with extra expertise as needed). These responders will be specially trained in the investigation of abuse complaints, and will have the latitude to act expeditiously to suspend domain names (or apply other remedies) when called for.

The exact resources required to maintain an abuse response team must change with the size and registration procedures of the TLD. An initial abuse handler is necessary as a point of contact for reports, even if a part-time responsibility. The abuse handlers monitor the abuse email address for complaints and evaluate incoming reports from a variety of sources. A large percentage of abuse reports to the registry operator may be unsolicited commercial email. The designated abuse handlers can identify legitimate reports and then decide what action is appropriate, either to act upon them, escalate to a security analyst for closer investigation, or refer them to registrars as per the above-described procedures. A TLD with rare cases of abuse would conform to this structure.

If multiple cases of abuse within the same week occur regularly, the registry operator will consider staffing internally a security analyst to investigate the complaints as they become more frequent. Training an abuse analyst requires 3-6 months and likely requires the active guidance of an experienced senior security analyst for guidance and verification of assessments and recommendations being made.

If this TLD were to regularly experience multiple cases of abuse within the same day, a full-time senior security analyst would likely be necessary. A senior security analyst capable of fulfilling this role should have several years of experience and able to manage and train the internal abuse response team.

The abuse response team will also maintain subscriptions for several security information services, including the blocklists from organizations like SURBL and Spamhaus and anti-phishing and other domain related abuse (malware, fast-flux etc.) feeds. The pricing structure of these services may depend on the size of the domain and some services will include a number of rapid suspension requests for use as needed.

For a large TLD, regular audits of the registry data are required to maintain control over abusive registrations. When a registrar with a significant number of registrations has been compromised or acted maliciously, the registry operator may need to analyze a set of registration or DNS query data. A scan of all the domains of a registrar is conducted only as needed. Scanning and analysis for a large registrar may require as much as a week of full-time effort for a dedicated machine and team.

29. Rights Protection Mechanisms: Applicants must describe how their registry will comply with policies and practices that minimize abusive registrations and other activities that affect the legal rights of others, such as the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS) system, and Trademark Claims and Sunrise services at startup.

A complete answer should include:

- A description of how the registry operator will implement safeguards against allowing unqualified registrations (e.g., registrations made in violation of the registry's eligibility restrictions or policies), and reduce opportunities for behaviors such as phishing or pharming. At a minimum, the registry operator must offer a Sunrise period and a Trademark Claims service during the required time periods, and implement decisions rendered under the URS on an ongoing basis; and
- A description of resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area).

>To be eligible for a score of 2, answers must also include additional measures specific to rights protection, such as abusive use policies, takedown procedures, registrant pre-verification, or authentication procedures, or other covenants. A complete answer is expected to be no more than 10 pages.

Rights protection is a core responsibility of the TLD operator, and is supported by a fully-developed plan for rights protection that includes:

- Establishing mechanisms to prevent unqualified registrations (e.g., registrations made in violation of the registry's eligibility restrictions or policies);
- Implementing a robust Sunrise program, utilizing the Trademark Clearinghouse, the services of one of ICANN's approved dispute resolution providers, a trademark validation agent, and drawing upon sunrise policies and rules used successfully in previous gTLD launches;
- Implementing a professional trademark claims program that utilizes the Trademark Clearinghouse, and drawing upon models of similar programs used successfully in previous TLD launches;
- Complying with the URS requirements;
- Complying with the UDRP;
- Complying with the PDDRP,
- Complying with the RDRP and;
- Including all ICANN-mandated and independently developed rights protection mechanisms ("RPMs") in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD.

The response below details the rights protection mechanisms at the launch of the TLD (Sunrise and Trademark Claims Service) which comply with rights protection policies (URS, UDRP, PDDRP, RDRP, and other ICANN RPMs), outlines additional provisions made for rights protection, and provides the resourcing plans.

Safeguards for rights protection at the launch of the TLD

The launch of this TLD will include the operation of a trademark claims service according to the defined ICANN processes for checking a registration request and alerting trademark holders of potential rights infringement.

Sunrise Period

The Sunrise Period will be an exclusive period of time, prior to the opening of public registration, when trademark and service mark holders will be able to submit registration applications for domain names that correspond to their marks. Following the Sunrise Period, and Landrush Period DotMusic will open registration to first-come-first-serve registrants.

The anticipated Rollout Schedule for the Sunrise Period will be as follows:

Phase 1: 60 days Sunrise Period for trademark holders and service mark holders to submit applications for .MUSIC domain name registrations corresponding to their marks. To maximize fairness multiple registration applications for the same domain name will be decided upon via auctions. A 30 day Quiet Period will follow the sunrise period for testing and evaluation.

Phase 2: 60 days Music Community Member Organization Landrush: a limited-time period reserved for members of DotMusic-accredited Music Community Member Organizations (mCMO). Multiple registration requests for the same string will be decided upon via an auction. A 30 day Quiet Period will follow this phase as well to allow for testing and evaluation.

One month after close of Quiet Period - Registration in the TLD domain will be opened for general availability. Domains will be registered on a first-come-first-serve basis.

Sunrise Period Requirements & Restrictions

To be eligible for participation in the Sunrise Phase of .MUSIC a trademark holder must fulfill the requirements set forth in the 11 January 2012 ICANN Applicant Guidebook, Trademark Clearinghouse Specification, section 7.2; or any subsequent updates thereto.

Currently the Sunrise eligibility requirements (SERs) include: (i) ownership of a mark that satisfies the criteria set forth in section 7.2 of the Trademark Clearing House specifications, (ii) description of international class of goods or services covered by registration; (iii) representation that all provided information is true and correct; and (iv) provision of data sufficient to document rights in the trademark.

The Sunrise Dispute Resolution Policy (SDRP) will allow challenges based on the following four grounds: (i) at time the challenged domain name was registered, the registrants did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; (ii) the domain name is not identical to the mark on which the registrant based its Sunrise registration; (iii) the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or (iv)

the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the effective date of the Registry Agreement and was not applied for on or before ICANN announced the applications received. The established grounds may change as ICANN is finalizing Sunrise requirements in its Trademark Clearing House specification.

Sunrise registrations can be made in terms of 1, 2, 3, 5, or 10 year registrations.

Ongoing rights protection mechanisms

Several mechanisms will be in place to protect rights in this TLD. As described in our responses to questions #27 and #28, measures are in place to ensure domain transfers and updates are only initiated by the appropriate domain holder, and an experienced team is available to respond to legal actions by law enforcement or court orders.

This TLD will conform to all ICANN RPMs including URS (defined below), UDRP, PDDRP, and all measures defined in Specification 7 of the new TLD agreement.

Uniform Rapid Suspension (URS)

The registry operator will implement decisions rendered under the URS on an ongoing basis. Per the URS policy posted on ICANN's Web site as of this writing, the registry operator will receive notice of URS actions from the ICANN-approved URS providers. These emails will be directed immediately to the registry operator's support staff, which is on duty 24x7. The support staff will be responsible for creating a ticket for each case, and for executing the directives from the URS provider. All support staff will receive pertinent training.

As per ICANN's URS guidelines, within 24 hours of receipt of the notice of complaint from the URS provider, the registry operator shall "lock" the domain, meaning the registry shall restrict all changes to the registration data, including transfer and deletion of the domain names, but the name will remain in the TLD DNS zone file and will thus continue to resolve. The support staff will "lock" the domain by associating the following EPP statuses with the domain and relevant contact objects:

- ServerUpdateProhibited, with an EPP reason code of "URS"
- ServerDeleteProhibited, with an EPP reason code of "URS"
- ServerTransferProhibited, with an EPP reason code of "URS"
- The registry operator's support staff will then notify the URS provider immediately upon locking the domain name, via email.

The registry operator's support staff will retain all copies of emails from the URS providers, assign them a tracking or ticket number, and will track the status of each opened URS case through to resolution via spreadsheet or database.

The registry operator's support staff will execute further operations upon notice from the URS providers. The URS provider is required to specify the remedy and required actions of the registry operator, with notification to the registrant, the complainant, and the registrar.

As per the URS guidelines, if the complainant prevails, the "registry operator shall suspend the domain name, which shall remain suspended for the balance of the registration period and would not resolve to the original web site. The nameservers shall be redirected to an informational web page provided by the URS provider about the URS. The WHOIS for the domain name shall continue to display all of the information of the original registrant except for the redirection of the nameservers. In addition, the WHOIS shall reflect that the domain name will not be able to be transferred, deleted or modified for the life of the registration."

Community TLD considerations

As described in response to question #20e and #28 DotMusic will implement several policies surrounding .MUSIC to fulfill the mission in support of Music Community needs. The applicable requirements will be validated at time of registration, and in addition ongoing use, naming, and anti-abuse policies are also in place to ensure continued establishment of a safe and secure TLD that is not only operated but used in the interest of the Music Community. A dedicated dispute resolution policy is in place to solve disputes concerning infringement of the .MUSIC Policy.

Rights protection via the RRA

The following will be memorialized and be made binding via the Registry-Registrar and Registrar-Registrant Agreements:

- The registry may reject a registration request or a reservation request, or may delete, revoke, suspend, cancel, or transfer a registration or reservation under the following criteria:
 - a. to enforce registry policies and ICANN requirements; each as amended from time to time;
 - b. that is not accompanied by complete and accurate information as required by ICANN requirements and/or registry policies or where required information is not updated and/or corrected as required by ICANN requirements and/or registry policies;

c. to protect the integrity and stability of the registry, its operations, and the TLD system;
d. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the registry;
e. to establish, assert, or defend the legal rights of the registry or a third party or to avoid any civil or criminal liability on the part of the registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
f. to correct mistakes made by the registry or any accredited registrar in connection with a registration; or
g. as otherwise provided in the Registry-Registrar Agreement and/or the Registrar-Registrant Agreement.

Reducing opportunities for behaviors such as phishing or pharming

In our response to question #28, the registry operator has described its anti-abuse program. Rather than repeating the policies and procedures here, please see our response to question #28 for full details.

With specific respect to phishing and pharming, it should be noted .MUSIC with its specified registration price, (detailed in response to questions #45-50), and restrictions and protections in regards to registrations and usage of the domains (detailed in response to question #20e) under it is considered a low risk target for such attacks. This is confirmed by McAfee's 2011 security report (http://us.mcafee.com/en-us/local/docs/MTMW_Report.pdf) stating that low-priced domains are more vulnerable for such attacks, and restricted TLDs bear low risks. Further, per the Anti-Phishing Working Group surveys and activities that is and will be monitored by DotMusic; the latest study shows that in 2011 only 2% of domain names used for phishing were targeting brand names, corresponding to 5,700 names.

Since all criminal activity (such as phishing and pharming) is a small percentage of domain registrations overall and precluded by the mission, values and policies of DotMusic and .MUSIC, criminal activity is not expected to be a problem. If such activity occurs due to hacking or other compromises, the registry operator will take prompt and effective steps to eliminate the activity.

In the case of this TLD, DotMusic will apply an approach that addresses registered domain names (rather than potentially registered domains). This approach will not infringe upon the rights of eligible registrants to register domains, and allows DotMusic internal controls, as well as community-developed UDRP and URS policies and procedures if needed, to deal with complaints, should there be any.

Afilias is a member of various security fora which provide access to lists of names in each TLD which may be used for malicious purposes. Such identified names will be subject to the TLD anti-abuse policy, including rapid suspensions after due process.

Rights protection resourcing plans

Since its founding, Afilias is focused on delivering secure, stable and reliable registry services. Several essential management and staff who designed and launched the Afilias registry in 2001 and expanded the number of TLDs supported, all while maintaining strict service levels over the past decade, are still in place today. This experiential continuity will endure for the implementation and on-going maintenance of this TLD. Afilias operates in a matrix structure, which allows its staff to be allocated to various critical functions in both a dedicated and a shared manner. With a team of specialists and generalists, the Afilias project management methodology allows efficient and effective use of our staff in a focused way.

Supporting RPMs requires several departments within the registry operator as well as within Afilias. The implementation of Sunrise and the Trademark Claims service and on-going RPM activities will pull from the 102 Afilias staff members of the engineering, product management, development, security and policy teams at Afilias and the support staff of the registry operator, which is on duty 24x7. A trademark validator will also be assigned within the registry operator, whose responsibilities may require as much as 50% of full-time employment if the domains under management were to exceed several million. No additional hardware or software resources are required to support this as Afilias has fully-operational capabilities to manage abuse today.

30A. Security Policy: provide a summary of the security policy for the proposed registry, including but not limited to:

- indication of any independent assessment reports demonstrating security capabilities, and provisions for periodic independent assessment reports to test security capabilities;
- description of any augmented security levels or capabilities commensurate with the nature of the applied for gTLD string, including the identification of any existing international or industry relevant security standards the applicant commits to following (reference site must be provided);
- list of commitments made to registrants concerning security levels.

To be eligible for a score of 2, answers must also include:

- Evidence of an independent assessment report demonstrating effective security controls (e.g., ISO 27001).

A summary of the above should be no more than 20 pages. Note that the complete security policy for the registry is required to be submitted in accordance with 30(b).

The answer to question #30a is provided by Afilias, the back-end provider of registry services for this TLD.

Afilias aggressively and actively protects the registry system from known threats and vulnerabilities, and has deployed an extensive set of security protocols, policies and procedures to thwart compromise. Afilias' robust and detailed plans are continually updated and tested to ensure new threats are mitigated prior to becoming issues. Afilias will continue these rigorous security measures, which include:

- Multiple layers of security and access controls throughout registry and support systems;
- 24x7 monitoring of all registry and DNS systems, support systems and facilities;
- Unique, proven registry design that ensures data integrity by granting only authorized access to the registry system, all while meeting performance requirements;
- Detailed incident and problem management processes for rapid review, communications, and problem resolution, and;
- Yearly external audits by independent, industry-leading firms, as well as twice-yearly internal audits.

Security policies and protocols

Afilias has included security in every element of its service, including facilities, hardware, equipment, connectivity/Internet services, systems, computer systems, organizational security, outage prevention, monitoring, disaster mitigation, and escrow/insurance, from the original design, through development, and finally as part of production deployment. Examples of threats and the confidential and proprietary mitigation procedures are detailed in our response to question #30(b).

There are several important aspects of the security policies and procedures to note:

- Afilias hosts domains in data centers around the world that meet or exceed global best practices.
- Afilias' DNS infrastructure is massively provisioned as part of its DDoS mitigation strategy, thus ensuring sufficient capacity and redundancy to support new gTLDs.
- Diversity is an integral part of all of our software and hardware stability and robustness plan, thus avoiding any single points of failure in our infrastructure.
- Access to any element of our service (applications, infrastructure and data) is only provided on an as-needed basis to employees and a limited set of others to fulfill their job functions. The principle of least privilege is applied.
- All registry components - critical and non-critical - are monitored 24x7 by staff at our NOCs, and the technical staff has detailed plans and procedures that have stood the test of time for addressing even the smallest anomaly. Well-documented incident management procedures are in place to quickly involve the on-call technical and management staff members to address any issues.

Afilias follows the guidelines from the ISO 27001 Information Security Standard (Reference: http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=42103) for the management and implementation of its Information Security Management System. Afilias also utilizes the COBIT IT governance framework to facilitate policy development and enable controls for appropriate management of risk (Reference: <http://www.isaca.org/cobit>). Best practices defined in ISO 27002 are followed for defining the security controls within the organization. Afilias continually looks to improve the efficiency and effectiveness of our processes, and follows industry best practices as defined by the IT Infrastructure Library, or ITIL (Reference: <http://www.itil-officialsite.com/>).

The Afilias registry system is located within secure data centers that implement a multitude of security measures both to minimize any potential points of vulnerability and to limit any damage should there be a breach. The characteristics of these data centers are described fully in our response to question #30(b).

The Afilias registry system employs a number of multi-layered measures to prevent unauthorized access to its network and internal systems. Before reaching the registry network, all traffic is required to pass through a firewall system. Packets passing to and from the Internet are inspected, and unauthorized or unexpected attempts to connect to the registry servers are both logged and denied. Management processes are in place to ensure each request is tracked and documented, and regular firewall audits are performed to ensure proper operation. 24x7 monitoring is in place and, if potential malicious activity is detected, appropriate personnel are notified immediately.

Afilias employs a set of security procedures to ensure maximum security on each of its servers, including disabling all unnecessary services and processes and regular application of security-

related patches to the operating system and critical system applications. Regular external vulnerability scans are performed to verify that only services intended to be available are accessible.

Regular detailed audits of the server configuration are performed to verify that the configurations comply with current best security practices. Passwords and other access means are changed on a regular schedule and are revoked whenever a staff member's employment is terminated.

Access to registry system

Access to all production systems and software is strictly limited to authorized operations staff members. Access to technical support and network operations teams where necessary are read only and limited only to components required to help troubleshoot customer issues and perform routine checks. Strict change control procedures are in place and are followed each time a change is required to the production hardware/application. User rights are kept to a minimum at all times. In the event of a staff member's employment termination, all access is removed immediately.

Afilias applications use encrypted network communications. Access to the registry server is controlled. Afilias allows access to an authorized registrar only if each of the authentication factors matches the specific requirements of the requested authorization. These mechanisms are also used to secure any web-based tools that allow authorized registrars to access the registry. Additionally, all write transactions in the registry (whether conducted by authorized registrars or the registry's own personnel) are logged.

EPP connections are encrypted using TLS/SSL, and mutually authenticated using both certificate checks and login/password combinations. Web connections are encrypted using TLS/SSL for an encrypted tunnel to the browser, and authenticated to the EPP server using login/password combinations.

All systems are monitored for security breaches from within the data center and without, using both system-based and network-based testing tools. Operations staff also monitor systems for security-related performance anomalies. Triple-redundant continual monitoring ensures multiple detection paths for any potential incident or problem. Details are provided in our response to questions #30(b) and #42. Network Operations and Security Operations teams perform regular audits in search of any potential vulnerability.

To ensure that registrar hosts configured erroneously or maliciously cannot deny service to other registrars, Afilias uses traffic shaping technologies to prevent attacks from any single registrar account, IP address, or subnet. This additional layer of security reduces the likelihood of performance degradation for all registrars, even in the case of a security compromise at a subset of registrars.

There is a clear accountability policy that defines what behaviors are acceptable and unacceptable on the part of non-staff users, staff users, and management. Periodic audits of policies and procedures are performed to ensure that any weaknesses are discovered and addressed. Aggressive escalation procedures and well-defined Incident Response management procedures ensure that decision makers are involved at early stages of any event.

In short, security is a consideration in every aspect of business at Afilias, and this is evidenced in a track record of a decade of secure, stable and reliable service.

Independent assessment

Supporting operational excellence as an example of security practices, Afilias performs a number of internal and external security audits each year of the existing policies, procedures and practices for:

- Access control;
- Security policies;
- Production change control;
- Backups and restores;
- Batch monitoring;
- Intrusion detection, and
- Physical security.

Afilias has an annual Type 2 SSAE 16 audit performed by PricewaterhouseCoopers (PwC). Further, PwC performs testing of the general information technology controls in support of the financial statement audit. A Type 2 report opinion under SSAE 16 covers whether the controls were properly designed, were in place, and operating effectively during the audit period (calendar year). This SSAE 16 audit includes testing of internal controls relevant to Afilias' domain registry system and processes. The report includes testing of key controls related to the following control objectives:

- Controls provide reasonable assurance that registrar account balances and changes to the registrar account balances are authorized, complete, accurate and timely.

- Controls provide reasonable assurance that billable transactions are recorded in the Shared Registry System (SRS) in a complete, accurate and timely manner.
- Controls provide reasonable assurance that revenue is systemically calculated by the Deferred Revenue System (DRS) in a complete, accurate and timely manner.
- Controls provide reasonable assurance that the summary and detail reports, invoices, statements, registrar and registry billing data files, and ICANN transactional reports provided to registry operator(s) are complete, accurate and timely.
- Controls provide reasonable assurance that new applications and changes to existing applications are authorized, tested, approved, properly implemented and documented.
- Controls provide reasonable assurance that changes to existing system software and implementation of new system software are authorized, tested, approved, properly implemented and documented.
- Controls provide reasonable assurance that physical access to data centers is restricted to properly authorized individuals.
- Controls provide reasonable assurance that logical access to system resources is restricted to properly authorized individuals.
- Controls provide reasonable assurance that processing and backups are appropriately authorized and scheduled and that deviations from scheduled processing and backups are identified and resolved.

The last Type 2 report issued was for the year 2010, and it was unqualified, i.e., all systems were evaluated with no material problems found.

During each year, Afiliias monitors the key controls related to the SSAE controls. Changes or additions to the control objectives or activities can result due to deployment of new services, software enhancements, infrastructure changes or process enhancements. These are noted and after internal review and approval, adjustments are made for the next review.

In addition to the PricewaterhouseCoopers engagement, Afiliias performs internal security audits twice a year. These assessments are constantly being expanded based on risk assessments and changes in business or technology.

Additionally, Afiliias engages an independent third-party security organization, PivotPoint Security, to perform external vulnerability assessments and penetration tests on the sites hosting and managing the Registry infrastructure. These assessments are performed with major infrastructure changes, release of new services or major software enhancements. These independent assessments are performed at least annually. A report from a recent assessment is attached with our response to question #30(b).

Afiliias has engaged with security companies specializing in application and web security testing to ensure the security of web-based applications offered by Afiliias, such as the Web Admin Tool (WAT) for registrars and registry operators.

Finally, Afiliias has engaged IBM's Security services division to perform ISO 27002 gap assessment studies so as to review alignment of Afiliias' procedures and policies with the ISO 27002 standard. Afiliias has since made adjustments to its security procedures and policies based on the recommendations by IBM.

Special TLD considerations

Afiliias' rigorous security practices are regularly reviewed; if there is a need to alter or augment procedures for this TLD, they will be done so in a planned and deliberate manner.

Commitments to registrant protection

With over a decade of experience protecting domain registration data, Afiliias understands registrant security concerns. Afiliias supports a "thick" registry system in which data for all objects are stored in the registry database that is the centralized authoritative source of information. As an active member of IETF (Internet Engineering Task Force), ICANN's SSAC (Security & Stability Advisory Committee), APWG (Anti-Phishing Working Group), MAAWG (Messaging Anti-Abuse Working Group), USENIX, and ISACA (Information Systems Audits and Controls Association), the Afiliias team is highly attuned to the potential threats and leading tools and procedures for mitigating threats. As such, registrants should be confident that:

- Any confidential information stored within the registry will remain confidential;
- The interaction between their registrar and Afiliias is secure;
- The Afiliias DNS system will be reliable and accessible from any location;
- The registry system will abide by all policies, including those that address registrant data;
- Afiliias will not introduce any features or implement technologies that compromise access to the registry system or that compromise registrant security.

Afiliias has directly contributed to the development of the documents listed below and we have implemented them where appropriate. All of these have helped improve registrants' ability to protect their domains name(s) during the domain name lifecycle.

- [SAC049]: SSAC Report on DNS Zone Risk Assessment and Management (03 June 2011)
- [SAC044]: A Registrant's Guide to Protecting Domain Name Registration Accounts (05 November 2010)
- [SAC040]: Measures to Protect Domain Registration Services Against Exploitation or Misuse (19 August 2009)
- [SAC028]: SSAC Advisory on Registrar Impersonation Phishing Attacks (26 May 2008)
- [SAC024]: Report on Domain Name Front Running (February 2008)
- [SAC022]: Domain Name Front Running (SAC022, SAC024) (20 October 2007)
- [SAC011]: Problems caused by the non-renewal of a domain name associated with a DNS Name Server (7 July 2006)
- [SAC010]: Renewal Considerations for Domain Name Registrants (29 June 2006)
- [SAC007]: Domain Name Hijacking Report (SAC007) (12 July 2005)

To protect any unauthorized modification of registrant data, Afiliias mandates TLS/SSL transport (per RFC 5246) and authentication methodologies for access to the registry applications. Authorized registrars are required to supply a list of specific individuals (five to ten people) who are authorized to contact the registry. Each such individual is assigned a pass phrase. Any support requests made by an authorized registrar to registry customer service are authenticated by registry customer service. All failed authentications are logged and reviewed regularly for potential malicious activity. This prevents unauthorized changes or access to registrant data by individuals posing to be registrars or their authorized contacts.

These items reflect an understanding of the importance of balancing data privacy and access for registrants, both individually and as a collective, worldwide user base.

The Afiliias 24/7 Customer Service Center consists of highly trained staff who collectively are proficient in 15 languages, and who are capable of responding to queries from registrants whose domain name security has been compromised – for example, a victim of domain name hijacking. Afiliias provides specialized registrant assistance guides, including specific hand-holding and follow-through in these kinds of commonly occurring circumstances, which can be highly distressing to registrants

Security resourcing plans

Please refer to our response to question #30b for security resourcing plans.

EXHIBIT F

AGREEMENT

This Agreement (the “Agreement”), is entered into as of this 8th day of June, 2016, by and between Tina Dam, with address at 20 29th Ave #301, Venice, CA 90291, U.S.A (hereinafter referred to as **DAM**) and DotMusic Limited registered in the Republic of Cyprus, under the Companies Law (CAP.113) represented by Constantinos Roussos, as Managing Director, having its registered office at 19 Mesolongiou Street, 3032 Lemesos, Cyprus, (hereinafter referred to as **DOTMUSIC**).

RECITALS

1. DOTMUSIC has filed a community-based application with ID 1-1115-14110 (the “Application”) for the .MUSIC generic Top-Level Domain (“gTLD”) with the International Corporation for Names and Numbers (“ICANN”). (See <https://gtldresult.icann.org/application-result/applicationstatus/applicationdetails/1392>).
2. DOTMUSIC will assign DAM equity for DOTMUSIC’s Application in relation to domain name registrations; and
3. This Agreement will become void if ICANN denies DOTMUSIC’s Application or if DOTMUSIC does not prevail in winning the .MUSIC contention set.

THEREFORE, In consideration of the mutual covenants and on the terms and conditions hereinafter stated, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, DAM and DOTMUSIC agree and contract as follows:

A) Equity

DOTMUSIC agrees to give DAM 5% undiluted equity in DOTMUSIC’s Application in relation to domain name registrations (.MUSIC Application ID 1-1115-14110). The equity will also apply in the case of a private auction settlement or any other type of private settlement in which DOTMUSIC does not prevail winning the .MUSIC contention set but receives settlement monies to withdraw its Application.

B) Payment

DOTMUSIC agrees to pay DAM \$20,000 if (i) DOTMUSIC prevails in its contention set; or (ii) there is a private settlement to resolve the .MUSIC contention set; or (iii) there is an investment of over \$1 million to DOTMUSIC by a third-party investor.

C) Non-Competition

DAM shall not represent, provide services to or engage in any other way with any other business engaged in the business of Internet domain names that is in competition with DOTMUSIC (such as the applicants in the .MUSIC contention set) or in a situation that would appear to be in a conflict of interest against DOTMUSIC’s interests. DAM shall not solicit, for the benefit of a third-party that is a competitor of DOTMUSIC, or hire any employees or sales

staff of DOTMUSIC.

D) Proprietary Information.

DAM and DOTMUSIC will keep confidential and prevent the disclosure of Proprietary Information to any person or persons outside each other's respective organizations/ Proprietary Information includes, but is not limited to, performance, sales, financial, contractual and special marketing information, any intellectual property protected by a patent, copyright or trademark, technical data and concepts originated by either DAM or DOTMUSIC. Proprietary Information must be clearly marked as "Proprietary Information" at the time of its disclosure. Oral information or other information that cannot be so marked should be clearly identified as proprietary at the time of disclosure. Neither DAM nor DOTMUSIC shall identify information as proprietary, which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims. This Agreement does not grant, expressly or by implication, by estoppel or otherwise, either DAM or DOTMUSIC any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party. Neither DAM nor DOTMUSIC is authorized to cause any third-party to reverse engineer or decompile any of the products or derivative works of the other party. Neither DAM nor DOTMUSIC will engage in reverse engineering or de-compilation of any of the products or derivative works of the other party. Unless otherwise agreed to in writing, this Agreement only governs Proprietary Information exchanged during the term of this Agreement. Proprietary information does not include information that is:

- (a) Within the public domain at the time it was disclosed or becomes part of the public domain without breach of this Agreement;
- (b) Received in error and returned to the disclosing party immediately;
- (c) Disclosed with the written approval of DAM or DOTMUSIC;
- (d) Disclosed by a third party without an obligation to keep such information confidential; or
- (e) Required to be disclosed by law or by judicial order provided that the receiving party shall give the disclosing party prompt written notice of such required disclosure in order to afford the disclosing party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the disclosing party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

E) Standard of Care for Protecting Proprietary Information

The standard of care for protecting Proprietary Information imposed on the party receiving such information will be at least that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own Proprietary Information. In no event will the standard of care for protecting Proprietary Information fall below reasonable care.

F) Independent Contractor Status

DAM is an independent contractor and not an employee of DOTMUSIC. This Agreement shall not make either party the agent or employee of the other party. This Agreement is not a

partnership, joint venture, or any other form of legal entity or business enterprise. Neither DAM nor DOTMUSIC is authorized to bind or make any commitments whatsoever for or on behalf of the other party without prior written consent.

G) Confidentiality of Negotiations

DAM and DOTMUSIC shall not disclose the fact that negotiations are taking place, except to stakeholders, professional advisors and to employees of the parties on a need-to-know basis unless both DAM and DOTMUSIC consent to release such information to the public in writing.

H) Term and Termination

The term of this Agreement shall be three (3) years from the date first written above and will continue from year to year thereafter unless Recital 3 of this Agreement renders this Agreement void in its entirety. DAM and DOTMUSIC have the right to terminate this Agreement upon thirty (30) days written notice in the case of an Agreement breach. This Agreement is only valid if signed by both parties by the 27th of June, 2016.

I) Assignment

Upon ICANN's delegation of .MUSIC to DOTMUSIC, DOTMUSIC shall assign this Agreement to a company specified by DAM to complete the execution of this Agreement. Upon ICANN's delegation of .MUSIC to DOTMUSIC, this Agreement may be assigned, delegated, or otherwise transferred in whole, or in part, by operation of law or otherwise provided. However, that in the event that the rights for .MUSIC are sold or acquired with another entity, DAM's interests, as specified in this Agreement, would also be assigned. In the event that the acquiring entity does not agree to the DAM assignment, DOTMUSIC shall pay DAM 5% of the sales price corresponding to DAM's assignment. In the event of DAM's death and/or disability, this Agreement will be assigned to DAM's selected beneficiary.

J) Governing Law

This Agreement is subject to and governed by the law of California without regard to its conflict of law provisions.

K) Arbitration

DAM and DOTMUSIC shall resolve any and all disputes arising out of or relating to this Agreement through binding arbitration and pursuant to the rules and procedures of the American Arbitration Association.

L) Indemnity

DAM and DOTMUSIC shall indemnify and hold harmless each other from and for, any and all liability, claims, suits, proceedings, demands, losses, damages or expense of any name or nature, including administrative orders and proceeding and arbitration, which either DAM or DOTMUSIC sustains or incurs, including all claims in regards to top-level domains, resulting in any way, or in any manner connected with the performance of this Agreement.

M) Remedies

The non-breaching party is entitled to equitable relief, including an injunction and specific performance. Reasonable attorney's fees are recoverable by the party that prevails in arbitration.

N) Entire Agreement

This Agreement supersedes any other agreement relating to .MUSIC and contains the entire agreement between the DAM and DOTMUSIC, and no change or modification of this Agreement is effective unless in writing and signed by DAM and DOTMUSIC.

O) Amendment

No change or modification or waiver of any portion of this Agreement of this Agreement is valid unless the same is in writing and signed by DAM and DOTMUSIC.

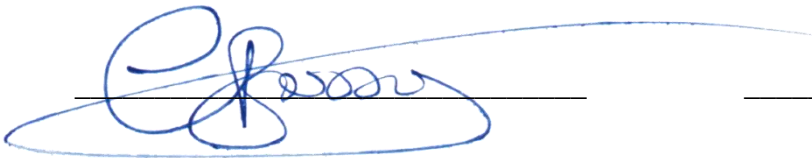
P) Severability

If any portion or portions of this Agreement is, for any reason, invalid or unenforceable, the remaining portion or portions are nevertheless valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

Q) Counterpart

This Agreement may be signed in one or more counterparts. An e-mail transmission of a signed version of this Agreement is legally binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.



Constantine Roussos
Managing Director
DotMusic Limited

Tina Dam

EXHIBIT G

Request: x | W List of i: x | New g: x | (75) Tin: x | G icann ir: x | G La lawf: x | M issue wi: x | Netflix x | Contact: x | .MUSIC x | + - [] x

https://webcache.googleusercontent.com/search?q=cache:pfvzqx2HSPQJ:https://music.us/+&cd=1&hl=en&ct=clnk&gl=us

This is Google's c
Full version
Tip: To quickly find

Global music community prevails in winning the rights to the .MUSIC domain extension

Press Release

For Immediate Release: April 17, 2019

DotMusic Limited (www.music.us) announces that their global music community application for the .MUSIC registry prevailed. ICANN will award DotMusic the rights to the .MUSIC top-level domain name extension and move to contracting soon.

Other applicants for .MUSIC included global companies, Google and Amazon, leading domain registries, Donuts, Radix and MMX, and other interested groups.

.MUSIC will be the first domain extension launched with music-tailored policies to protect creators' rights and ensure that legitimate music artists, industry professionals and companies can claim their name without fear of cybersquatting or piracy.

"This is a new digital era for the global music community," said DotMusic founder and CEO Constantine Roussos. "For the first time in Internet history, music community members will be able to register their own exclusive, verified, and trusted .MUSIC domain name."

"IFPI congratulates DotMusic on the success of its application to manage the .MUSIC domain. As the online marketplace around the world continues to evolve, so too do the challenges the music community faces in preventing music from being made available illegally and ensuring fans have access to licensed services. We welcome DotMusic's commitments to safeguard .MUSIC domains against unlawful uses and we look forward to working closely with the DotMusic team in implementing those commitments," said Frances Moore, Chief Executive of the International Federation of the Phonographic Industry (IFPI), representing the recording industry worldwide.

[Read entire Press Release](#)

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