NEW GTLD AGREEMENT SPECIFICATIONS

1. PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on [date to be determined at time of contracting], 2013 (or any subsequent form of Registrar Accreditation Agreement approved by the ICANN Board of Directors) in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN’s website.

2. Registry Operator will operate the registry for the TLD in compliance with all commitments, statements of intent and business plans stated in the following sections of Registry Operator’s application to ICANN for the TLD, which commitments, statements of intent and business plans are hereby incorporated by reference into this Agreement. Registry Operator’s obligations pursuant to this paragraph shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN ((posted at [url to be inserted when final procedure is adopted]), as it may be amended by ICANN from time to time, the “PICDRP”). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

Section 2.8 of the Registry Agreement
(Protection of Legal Rights of Third Parties)

3. Registry Operator agrees to perform following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

As a brand gTLD, registration of second level domains is based on our business requirements and priorities. Only our company and designated third parties (e.g. other companies with whom we partner, specific customers, etc.) will be allowed to register or operate second level domains under .sap domain space and solely with our permission.

We commit ourselves to protect intellectual property, legal rights and trademarks (TMs) under .sap domain space. This includes, but is not limited to, full compliance with all respective specifications, agreements and ICANN policies. In case of complaints put forward by rights holders with regard to domain names registered under .sap, the SAP AG will fully comply with all resolution procedures endorsed or mandated by ICANN. In particular, this includes supporting the Uniform Rapid Suspension (URS) procedures and the Trademark Post-Delegation Dispute Resolution Procedure (Trademark PDDRP) to suspend the domain.