



North Castle Drive
Armonk, NY 10504

May 28, 2014

Internet Corporation for Assigned Names and Numbers ("ICANN")
12024 Waterfront Drive, Suite 300
Los Angeles, California 90094

Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

IBM ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ibm TLD (the "Registry Agreement"), hereby applies for .ibm TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A and the registration policies attached hereto as Exhibit B are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13.

Questions about this request should be directed to [REDACTED]

[REDACTED]
[REDACTED]
Associate General Counsel
[REDACTED]

United States Patent Office

640,606
Registered Jan. 29, 1957

PRINCIPAL REGISTER Trademark

Ser. No. 4,328, filed Mar. 12, 1956

IBM

International Business Machines Corporation (New York
corporation)
590 Madison Ave.
New York 22, N. Y.

For: MAGNETIC RECORDING TAPE, TAPE
REELS, TAPE REEL CONTAINERS, MAGNETIC
TAPE MARKERS, MAGNETIC TAPE FILE PROTEC-
TION RINGS, in CLASS 21.
First use Aug. 5, 1955; in commerce Aug. 5, 1955.
Owner of Reg. Nos. 529,943, 616,548, and others.

COMM. INT. SEC. 8 & 15

APR 18 1962

.IBM TLD REGISTRATION POLICY

I. INTRODUCTION

These registration conditions govern the rights and obligations of the Registry Operator, International Business Machines Corporation (“Registry Operator” or “IBM”), and the accredited registrars, and each party registering a .IBM domain name. These policies govern all rights and obligations arising out of the registration and operation of domains under the .IBM Top Level Domain (“TLD”). It may be necessary for IBM to amend or modify the policies from time to time. All parties affected by any such amendment or modification, including but not limited to, domain name registrants, registrars, or ICANN, will be notified of amendments that may affect them by electronic mail.

II. DEFINITIONS

1. **Registry Operator** means International Business Machines Corporation, the applicant for the .IBM new TLD string.
2. **Affiliates** means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified as set forth in Section 2.9(c) of the Registry Agreement with ICANN.
3. **Trademark Licensees** means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by

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Registry Operator or its Affiliate, the textual elements of which correspond exactly to the

.Brand TLD string operated by Registry Operator, where:

- a. such license is valid under applicable law;
 - b. such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
 - c. such trademark is used continuously in that entity's business throughout the Term; and
 - d. the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.
4. **IBM User** means employees, departments, representatives, officers, directors, managers of Registry Operator, its Affiliates, or its Trademark Licensees.
 5. **Requester** means a verified IBM User.
 6. **IBM Sponsor** means the designated individual employee at IBM tasked with coordinating with the IBM Business Unit Senior Marketing Manager ("Marketing").

III. ELIGIBILITY

Only the Registry Operator may register domain names in the TLD and control the DNS records associated with domain names at any level in the TLD. Requests for the establishment of domain names in the .IBM will only be accepted from verified IBM Users. The domain names

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will be registered in the name of the Registry Operator. IBM Users who request establishment and use of .IBM domain names (“Requesters”) will have no control over, or ability to alter the domain name servers or the domain name Registration Data, such as the WHOIS information in order to create an additional safeguard against misuse and abuse.

IV. REQUESTER CRITERIA

Requests for the establishment and use of .IBM domain names will only be open to IBM Users. The domain names will be registered in the name of the Registry Operator. An IBM User who requests the establishment and use of a .IBM domain name (“Requester”) must meet the following criteria:

1. Prior to development or deployment or publication of a domain name at any level, approval must be obtained from the IBM Corporate Webmaster.
2. A request for establishment and use of a domain name will only be accepted from a verified IBM User (“Requester”).
3. The Corporate Webmaster will review for compliance and validate all requests for domain names submitted by Requesters.
4. In connection with any request, the Requester must review any use of IBM trademarks and service marks with the IBM Intellectual Property Law group supporting the Requester. The use of other companies’ trademarks and service marks in a domain name requires division IP legal approval but is strongly discouraged since this poses a legal exposure to IBM.

V. PROCEDURE FOR REGISTRATION AND AVAILABILITY OF DOMAIN NAMES

A Requester must follow the following procedure to request use of a .IBM domain name:

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1. A Requester contacts its IBM sponsor with a request for a .IBM domain name.
2. The IBM sponsor contacts Marketing presenting a business case for an external facing .IBM domain name.
3. The IBM sponsor submits a request for pre-approval of the external facing .IBM domain name through an internal IBM Naming Tool for Business Unit Branding (“Branding”) and Business Unit Intellectual Property Legal (“IP Legal”) approval. All requests for an external .IBM domain name must follow the IBM Corporate Naming Guidelines. Multiple requests by IBM Users for overlapping, duplicative, or similar domain names will be resolved during the approval process.
4. Upon approval of Marketing, Branding, IP Legal and the Corporate Webmaster, the Technical Contact configures the servers and the Administrative Contact registers the domain name and confirms registration with the IBM Sponsor.
5. The IBM Sponsor contacts the Requester with confirmation or denial of the requested external .IBM domain name.

The stringent approval process for domain names is meant to serve as an additional safeguard against misuse, abuse and/or attempts to register domain names that may infringe third parties’ rights.

VII. TRANSFER

All domains will be registered to the Registry Operator, its Affiliates, or its Trademark Licensees. All domain name registrations and transfers in the .IBM TLD will be managed by and must be approved by IBM’s Corporate Trademark department.

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VIII. TERM

The Term of a registered domain name is automatically renewed for consecutive one (1) year periods. IBM reserves the right to cancel, delete, or deny renewal of any registration at its discretion.

IX. NAME SELECTION

IBM is entitled and, under certain circumstances, obliged to exclude certain domains from registration. Pursuant to Specification 5 of the Registry Agreement with ICANN the following categories of second level domains are reserved or excluded from registration:

1. All two character paths are reserved and may only be used as country and language codes.
The country codes follow IANA domain naming conventions. If IBM desires to use a country code in its second or third level domain names, it will seek agreement from that country's government and approval from ICANN's Governmental Advisory Committee.
2. All country and region names are reserved.
3. Country and language codes cannot be used as part of a domain name at the second level or any other level domain name within .IBM, but only within the non-domain name portion of URLs for purposes of clarification. For example:
 - a. uk.ibm/software is not allowed.
 - b. software.ibm/uk/ is allowed.
4. Second level domains needed to operate the registry: NIC, WWW, RDDS and WHOIS are reserved.
5. The names (including their IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved> shall be withheld from registration

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or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days' notice from ICANN.

6. Until further notice, second level domains on the "List of SLDs to Block" in accordance with the provisions of the ICANN New gTLD Collision Occurrence Management Plan are excluded from registration. The "List of SLDs to Block" is attached as Annex A.
7. Any offensive, obscene, or discriminatory terms are also excluded from registration.

IBM reserves the right to reserve domain names or exclude additional domain names from registration at its discretion.

X. RIGHTS PROTECTION MECHANISMS

Domain Name registrations in the .IBM TLD must comply with the Rights Protection Mechanisms of Specification 7 of the Registry Agreement and any other Rights Protection Mechanisms as adopted and required by ICANN.

XI. MISUSE/ABUSE

IBM reserves the right to suspend, revoke, or cancel a domain name for any misuse or abuse without notice or further investigation. Misuse of a domain name is the use of the domain name for any purpose other than in connection with IBM's business or commercial purposes. Abusive use of a domain is an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- a. Distribution of malware;
- b. Dissemination of software designed to infiltrate or damage a computer system without the owners informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;

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- c. Phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- d. DNS hijacking or poisoning;
- e. Botnets, including malicious fast-flux hosting;
- f. Denial-of-service attacks;
- g. Pornography or any images of abuse;
- h. Promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- i. Illegal access of computers or networks.

Any misuse or abuse must be reported immediately to [REDACTED].

XII. COMPLIANCE

1. Compliance with IBM's Procedures and Policies

IBM's Terms of Use and IBM Online Privacy Statement currently available at www.ibm.com are incorporated by reference into this Registration Policy. The operation and registration of domain names in the .IBM TLD must be operated in accordance with such policies and procedures. In addition, all domain names and websites associated with domain names in the .IBM TLD must be operated in accordance with IBM's corporate policies and guidelines, including but not limited to IBM Corporate Naming Guidelines, Fair Use guidelines for use and reference of IBM trademarks, General rules for proper reference to IBM product names, and IBM's Digital Millennium Copyright Act Notice and Policy also currently available at www.ibm.com.

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2. Compliance with ICANN

The operation and registration of domain names in the .IBM TLD must be in compliance with the policies and procedures set forth in the Registry Agreement with ICANN or otherwise required by ICANN for the operation of the .IBM TLD. It is a violation of this policy to operate or use a domain name in the .IBM TLD in a manner that is inconsistent with such policies and procedures.

XIII. VIOLATIONS

IBM reserves the right to determine in its sole discretion any violations of this Registration Policy. IBM may suspend, restrict, cancel, revoke, or terminate any domain names registered in the .IBM TLD for any violations of this Registration Policy. IBM also reserves the right to delete content from or redirect any website associated with any domain name registered in the TLD; transfer any registration or transaction or place any domain name on registry lock or hold; or take any other appropriate action with regard to any domain name registered in the .IBM TLD at its sole discretion in the event of any violation of these Registration Policies without notice or further investigation and without a duty to establish any proof of a violation.

XIV. DISCLAIMER OF WARRANTY

Use of domain names in the .IBM TLD Registry is at the user's sole risk. All materials, Information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever. IBM expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, subject to the

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Registry Agreement with ICANN, IBM makes no warranty or guarantee that any web site associated with a domain name in the .IBM TLD will be uninterrupted, timely, secure, or error free. Users of domain names in the .IBM TLD understand and agree that if users download or otherwise obtain materials, information, products, software, programs, or services, users do so at their own discretion and risk and that such user will be solely responsible for any damages that may result, including loss of data or damage to the user's computer system. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to certain users.

XV. LIMITATION OF LIABILITY

Subject to the Registry Agreement with ICANN, in no event will IBM be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from use of domain names in the .IBM TLD or websites associated with domain names in the .IBM TLD, or of any website or resource linked to, referenced, or accessed through domain names in the .IBM TLD, or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if IBM is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through through domain names in the .IBM TLD or websites associated with domain names in the .IBM TLD. In the event of any conflict, such

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additional or different terms, conditions, and notices will prevail over this limitation of liability.

Please see the applicable agreement or notice.

XVI. GENERAL RESERVATIONS

IBM reserves the right to deny, cancel, place on registry-lock or hold, or transfer any domain name registration in the .IBM TLD that it deems necessary, in its discretion, (i) to protect the integrity and stability of the registry, (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (iii) in compliance with any dispute resolution process, (iv) to enforce, at its sole discretion, any of the restrictions set forth in the Registration Policies, or (vi) to avoid any liability, civil or criminal, on the part of IBM, as well as its Affiliates, Trademark Licensees, subsidiaries, officers, directors and employees. IBM also reserves the right to freeze, suspend, deactivate, or redirect a domain name during resolution of a dispute.