

## **.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN")  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094  
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Eli Lilly and Company ("Registry Operator"), in connection with the execution of the Registry Agreement for the .lilly TLD (the "Registry Agreement"), hereby applies for .lilly 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, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- The LILLY TLD (.lilly) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The LILLY trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The LILLY trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator's and its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The LILLY trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The LILLY trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The LILLY trademark does not begin with a period or a dot.
- The LILLY trademark is used by Registry Operator in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (see exhibit A).
- Only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (see exhibit B).
- The TLD is not a Generic String TLD (as defined in Specification 11).
- The LILLY trademark is registered within the TMCH as validated in the SMD file ID for the TLD (See Exhibit C)

Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are all complete and accurate copies for the TLD to which this application is submitted, 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], Assistant General Counsel - Trademarks for Registry Operator.

Submitted by:	[REDACTED]
Position:	Assistant General Counsel – Trademarks
Dated:	28/08/2014
Email:	[REDACTED]

**Exhibit A**

**Trademark Registration**



**OAMI** OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR (MARCAS, DIBUJOS Y MODELOS)  
**HABM** HARMONISIERUNGSAMT FÜR DEN BINNENMARKT (MARKEN, MUSTER UND MODELLE)  
**OHIM** OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (TRADE MARKS AND DESIGNS)  
**OHMI** OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR (MARQUES, DESSINS ET MODÈLES)  
**UAMI** UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO (MARCHI, DISEGNI E MODELLI)

D113

**Copia Certificada ♦ Beglaubigte Abschrift ♦ Certified Copy**  
**Copie Certifiée ♦ Copia Autenticata**

*Código de identificación ♦ Identifizierungscode ♦ Identification code ♦*  
*Code d'identification ♦ Codice di identificazione: PLGX3YR37E2KAZFT7KMSLDHMZU*

Por el presente se certifica que el documento que se adjunta es una copia conforme del certificado de registro para la marca comunitaria cuyo número y fecha de registro aparecen a continuación.

El documento original puede ser consultado en el enlace de la OAMI <http://oami.europa.eu> introduciendo el código de identificación indicado más arriba.

*Hiermit wird bestätigt, daß die Abschrift, die diesem Beleg beigeheftet ist, eine genaue Abschrift der Eintragungsurkunde ist, die für die Gemeinschaftsmarke mit der nachstehenden Eintragsnummer und dem nachstehenden Eintragungstag ausgestellt wurde.*

*Das Originaldokument kann mittels Eingabe eines Identifizierungscode bei folgender Webadresse <http://oami.europa.eu> eingesehen werden.*

This is to certify that the attached document is an exact copy of the certificate of registration issued for the Community trade mark bearing the registration number and date indicated below.

The original document can be consulted introducing the identification code indicated above at the following OHIM web page link <http://oami.europa.eu>.

*Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque communautaire portant le numéro et la date d'enregistrement qui figurent ci-après.*

*Le document original peut être consulté sur le site web de l'OHMI <http://oami.europa.eu> en introduisant le code d'identification indiqué ci-dessus.*

Con la presente si certifica che il documento allegato è una copia conforme del certificato di registrazione per il marchio comunitario contrassegnato dal numero e dalla data di registrazione riportati sotto.

Il Documento originale può essere consultato introducendo il codice di identificazione sopra indicato, nel indirizzo <http://oami.europa.eu> della pagina Web della UAMI.

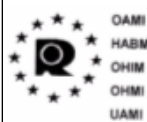
Núm./Nr./No/n°/n.	Fecha/Datum/Date/Date/Data
<b>000237016</b>	<b>28/02/2000</b>

Alicante, 22/08/2014

Guido Fael

Departamento de Dibujos y Modelos y del Registro  
Hauptabteilung Geschmacksmuster und Geschäftsstelle  
Department for Designs and Register  
Département "Dessins et Modèles et Registre"  
Dipartimento Disegni e Modelli e Registro





OHIM  
HABM  
OHIM  
OHIM  
UAMI

Copia Certificada / Beglaubigte Abschrift / Certified Copy / Copie Certifiée / Copia Autenticata  
Certificado de registro de marca comunitaria / Eintragungsurkunde der Gemeinschaftsmarke / Registration  
certificate of community trade mark / Certificat d'enregistrement de marque communautaire / Certificato  
registrazione di marchio comunitario

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS  
AND  
DESIGNS

UAMI - UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO

MARCHI,  
DISEGNI  
E MODELLI

## CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

## CERTIFICATO DI REGISTRAZIONE

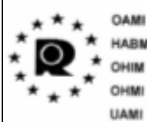
Si rilascia il presente certificato di registrazione per il marchio comunitario identificato in appresso. I dati ad esso relativi sono stati iscritti nel registro dei marchi comunitari.

N° 000237016

LILLY

*Registered/Registrato, 28/02/2000*

*The President/Il Presidente*



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS  
AND  
DESIGNS

UAMI - UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO

MARCHI,  
DISEGNI  
E MODELLI

450 25/04/2000

210 000237016

220 18/04/1996

442 09/03/1998

541

732

Eli Lilly and Company  
Lilly Corporate Center  
Indianapolis, Indiana 46285  
US

740 PAGE WHITE & FARRER  
54 Doughty Street  
London WC1N 2LS  
GB

270 EN IT

511 ES - 1 - Productos químicos destinados a la industria, ciencia, fotografía, horticultura y silvicultura; resinas artificiales en estado bruto, materias plásticas en estado bruto; abonos para las tierras; composiciones extintoras; preparaciones para el temple y soldadura de metales; productos químicos destinados a conservar los alimentos; materias curtientes; adhesivos (pegamentos) destinados a la industria.

ES - 5 - Productos farmacéuticos, veterinarios e higiénicos; sustancias dietéticas para uso médico, alimentos para bebés; emplastos, material para apósitos; material para empastar los dientes y para moldes dentales; desinfectantes para animales y seres humanos; productos para la destrucción de animales dañinos; fungicidas, herbicidas.

ES - 1 0 - Aparatos e instrumentos quirúrgicos, médicos, dentales y veterinarios, miembros, ojos y dientes artificiales; artículos ortopédicos; material de sutura.

DA - 1 - Kemiske produkter til industrielle, videnskabelige og fotografiske formål samt til anvendelse i landbrugs-, havebrugs- og skovbrugsøjemed, kunstig

harpiks i rå tilstand, plastic i rå tilstand, gødningsmidler, ildslukningsmidler, præparater til hærdning og lodning, kemiske konserveringsmidler til levnedsmidler, garvestoffer, bindemidler til industrielle formål.

DA - 5 - Farmaceutiske og veterinærmedicinske præparater samt præparater til sundhedspleje, diætiske præparater til medicinsk brug, næringsmidler til spædbørn, plastre og forbindsstoffer, materiale til tandplombering og til tandaftryk, desinfektionsmidler til menneske- eller dyrekroppen; præparater til udryddelse af skadedyr, svampe- og ukrudsdræbende midler.

DA - 1 0 - Kirurgiske, medicinske, odontologiske og veterinære apparater og instrumenter samt kunstige lemmer, øjne og tænder, ortopædiske artikler, suturmateriale.

DE - 1 - Chemische Erzeugnisse für gewerbliche, wissenschaftliche, photographische, land-, garten- und forstwirtschaftliche Zwecke; Kunstharze im Rohzustand, Kunststoffe im Rohzustand; Dünger; Feuerlöschmittel; Mittel zum Härten und Lötten von Metallen; chemische Erzeugnisse zum Frischhalten und Haltbarmachen von Lebensmitteln; Gerbmittel; Klebstoffe für gewerbliche Zwecke.

DE - 5 - Pharmazeutische und veterinärmedizinische Erzeugnisse sowie Präparate für die Gesundheitspflege; diätetische Erzeugnisse für medizinische Zwecke, Babykost; Pflaster, Verbandmaterial; Zahnfüllmittel und Abdruckmassen für zahnärztliche Zwecke; Desinfektionsmittel für den menschlichen oder tierischen Körper; Mittel zur Vertilgung von schädlichen Tieren; Fungizide, Herbizide.

DE - 1 0 - Chirurgische, ärztliche, zahn- und tierärztliche Instrumente und Apparate, künstliche Gliedmaßen, Augen und Zähne; orthopädische Artikel; chirurgisches Nahtmaterial.

EL - 1 - Χημικά προϊόντα προοριζόμενα για τη βιομηχανία, την επιστήμη, τη φωτογραφία, τη γεωργία, την κτηπουρική, τη δασονομία· ακατέργαστες συνθετικές ρητίνες, ακατέργαστα πλαστικά υλικά· λιπάσματα (φυσικά ή τεχνητά)· μίγματα για πυροσβεστήρες· μέσα βαφής (σκληρύνσεως) και χημικά παρασκευάσματα για τη συγκόλληση μετάλλων· χημικά προϊόντα για τη συντήρηση τροφίμων· ύλες βυρσοδεψίας· κολλώδεις ουσίες για τη βιομηχανία.

Nº 000237016

2/4

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS  
AND  
DESIGNS

UAMI - UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO

MARCHI,  
DISEGNI  
E MODELLI

**EL - 5** - Παρασκευάσματα  
 φαρμακευτικά, κτηνιατρικά και υγιεινής·  
 διαιτητικές ουσίες για ιατρικές χρήσεις,  
 παιδικές τροφές· έμπλαστρα, υλικό  
 επιδέσμων· υλικά σφραγίσεως δοντιών και  
 οδοντιατρικό κερί· απολυμαντικά για  
 ανθρώπινα κορμιά ή ζώα·  
 παρασκευάσματα προς καταπολέμηση  
 ζιζανίων και επιβλαβών ζώων·  
 παρασιτοκτόνα και μυκητοκτόνα.

**EL - 1 □** - Όργανα και εργαλεία  
 χειρουργικά, ιατρικά, οδοντιατρικά και  
 κτηνιατρικά, τεχνητά μέλη, μάτια και  
 δόντια· ορθοπαιδικά είδη· υλικό  
 χειρουργικής ραφής.

**EN - 1** - Chemicals used in industry, science and  
 photography, as well as in agriculture, horticulture and  
 forestry; unprocessed artificial resins, unprocessed plastics;  
 manures; fire extinguishing compositions; tempering and  
 soldering preparations; chemical substances for preserving  
 foodstuffs; tanning substances; adhesives used in industry.

**EN - 5** - Pharmaceutical, veterinary and sanitary  
 preparations; dietetic substances adapted for medical use,  
 food for babies; plasters, materials for dressings; material  
 for stopping teeth, dental wax; disinfectants for the human  
 or animal body; preparations for destroying vermin;  
 fungicides, herbicides.

**EN - 1 □** - Surgical, medical, dental and  
 veterinary apparatus and instruments, artificial limbs, eyes  
 and teeth; orthopaedic articles; suture materials.

**FR - 1** - Produits chimiques destinés à l'industrie,  
 aux sciences, à la photographie, ainsi qu'à l'agriculture,  
 l'horticulture et la sylviculture; résines artificielles à l'état  
 brut, matières plastiques à l'état brut; engrais pour les  
 terres; compositions extinctrices; préparations pour la  
 trempe et la soudure des métaux; produits chimiques  
 destinés à conserver les aliments; matières tannantes;  
 adhésifs (matières collantes) destinés à l'industrie.

**FR - 5** - Produits pharmaceutiques, vétérinaires et  
 hygiéniques; substances diététiques à usage médical,  
 aliments pour bébés; emplâtres, matériel pour pansements;  
 matières pour plomber les dents et pour empreintes  
 dentaires; désinfectants pour le corps humain ou animal;  
 produits pour la destruction des animaux nuisibles;  
 fongicides, herbicides.

**FR - 1 □** - Appareils et instruments chirurgicaux,  
 médicaux, dentaires et vétérinaires, membres, yeux et dents  
 artificiels; articles orthopédiques; matériel de suture.

**IT - 1** - Prodotti chimici destinati all'industria, alle  
 scienze, alla fotografia, all'agricoltura, all'orticoltura e alla  
 silvicoltura; resine artificiali allo stato grezzo, materie  
 plastiche allo stato grezzo; concimi per i terreni;  
 composizioni per estinguere il fuoco; preparati per la  
 tempera e la saldatura dei metalli; prodotti chimici  
 destinati a conservare gli alimenti; materie concianti;  
 adesivi (materie collanti) destinati all'industria.

**IT - 5** - Prodotti farmaceutici, veterinari e igienici;  
 sostanze dietetiche per uso medico, alimenti per bebé;  
 impiastri, materiale per fasciature; materiali per otturare i  
 denti e per impronte dentarie; disinfettanti per il corpo  
 umano o animale; prodotti per la distruzione degli animali  
 nocivi; fungicidi, erbicidi.

**IT - 1 □** - Apparecchi e strumenti chirurgici, medici,  
 dentari e veterinari, membra, occhi e denti artificiali;  
 articoli ortopedici; materiale di sutura.

**NL - 1** - Chemische produkten voor industriële,  
 wetenschappelijke en fotografische doeleinden, alsmede  
 voor land-, tuin- en bosbouwkundige doeleinden;  
 kunstharsen als grondstof, plastics als grondstof;  
 meststoffen; brandblusmiddelen; hardings- en  
 soldeerpreparaten voor metalen; chemische produkten voor  
 het conserveren van voedingsmiddelen; looistoffen;  
 kleefstoffen voor industriële doeleinden.

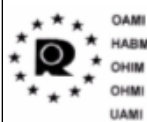
**NL - 5** - Pharmaceutical, veterinary and sanitary  
 preparations; diëtische substanties voor medisch gebruik;  
 voedingsmiddelen voor baby's; pleisters, verbandmiddelen;  
 tandvulmiddelen en afdruckmateriaal voor tandartsen;  
 ontsmettingsmiddelen voor menselijk of dierlijk lichaam;  
 middelen ter verdelgung van ongedierte; schimmeldodende  
 en onkruidverdelgende middelen.

**NL - 1 □** - Chirurgische, medische,  
 tandheelkundige en diergeneeskundige toestellen en  
 instrumenten, kunstledematen, -ogen en -tanden;  
 orthopedische artikelen; hechtmateriaal.

**PT - 1** - Produtos químicos destinados à indústria,  
 às ciências, à fotografia, assim como à agricultura, à  
 horticultura e à silvicultura; resinas artificiais em estado  
 bruto, matérias plásticas em estado bruto; adubos;

Nº 000237016

3/4



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS  
AND  
DESIGNS

UAMI - UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO

MARCHI,  
DISEGNI  
E MODELLI

composições extintoras; preparações para a têmpera e soldadura dos metais; produtos químicos destinados a conservar os alimentos; matérias tanantes; adesivos (matérias colantes) destinados à indústria.

**PT - 5** - Produtos farmacêuticos, veterinários e higiénicos; substâncias dietéticas para uso medicinal; alimentos para bebés; emplastos, material para pensos; matérias para chumbar os dentes e para impressões dentárias; desinfetantes para o corpo humano ou dos animais; produtos para a destruição dos animais nocivos; fungicidas, herbicidas.

**PT - 1** - Aparelhos e instrumentos cirúrgicos, médicos, dentários e veterinários, membros, olhos e dentes artificiais; artigos ortopédicos; material de sutura.

**FI - 1** - Kemikaalit teollisiin, tieteellisiin, valokuvauks- sekä maatalous-, puutarhanhoito- ja metsätaloustarkoituksiin; jalostamattomat tekohartsit, jalostamattomat muovit; lannoitteet; tulensammutusaineet; karkaisu- ja juotosvalmisteet; kemialliset aineet elintarvikkeiden säilöntään; paritusaineet; liima-aineet teollisiin tarkoituksiin.

**FI - 5** - Farmaseuttiset, eläinlääkintä- ja terveydenhoitotuotteet; dieettiravintoaineet lääkinnälliseen käyttöön; lastenruoat; laastarit, sidontatarvikkeet; hampaiden täyte- ja jäljennösaineet; ihmismartalon tai eläinten desinfiointiaineet; tuhoeläinten ja syöpälaisten hävitysvalmisteet; sien- ja rikkaruohomyrkyt.

**FI - 1** - Kirurgiset, lääketieteelliset, hammaslääketieteelliset ja eläinlääketieteelliset laitteet ja välineet, tekojäsener, -silmät ja -hampaat; ortopediset tuotteet; haavanompeletarvikkeet.

**SV - 1** - Kemikalier för industriell, vetenskaplig och fotografisk användning, likaså för jordbruk, trädgårdsskötsel och skogsbruk; obearbetade konstharter, obearbetade plaster; gödsel; kemiska sammansättningar för eldsläckning; kemiska preparat för härdning och lötning; kemiska ämnen för konservering av livsmedel; garvämnen; bindemedel för industriell användning.

**SV - 5** - Farmaceutiska, veterinära och hygieniska preparat; dietiska substanser anpassade för medicinskt bruk; spädbarnsmat; plåster, förbandsmaterial; tandfyllningsmaterial; dentala avtryckningsmassor; desinfektionsmedel för människo- och djurkroppar;

preparat för utrotning av skadedjur, -insekter och ohyra; preparat för utrotning av svamp och mögel; växtbekämpningsmedel.

**SV - 1** - Kirurgiska, medicinska, odontologiska och veterinära apparater och instrument, konstgjorda lemmar, ögon och tänder; ortopediska artiklar; suturmaterial.

N° 000237016

4/4



**Exhibit B**

**TLD Registration Policies**

## **.LILLY TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

Only Eli Lilly and Company and its Affiliates are eligible to register a Domain Name under the .lilly TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

### **2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

### **3. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

### **4. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);

- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

## **5. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

## **6. USE OF SECOND OR THIRD LEVEL IDNS**

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

## **7. USE OF GEOGRAPHIC NAMES**

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with Eli Lilly's response to Question 22 Geographic Names.

## **8. RESERVED NAMES**

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## **9. ALLOCATION OF DOMAIN NAME**

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

## **10. TERM OF REGISTRATION / RENEWAL**

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

## **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

## **13. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

## **15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

## **16. DEFINITIONS**

**Affiliate** has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the **.lilly** TLD or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

**Registry** means Eli Lilly and Company ("Eli Lilly");

**Registry Agreement** means the agreement between the Registry and ICANN;

**Registry Rules** mean:

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.

**Exhibit C**

**SMD File No.** [REDACTED]