

.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

NIKON CORPORATION ("Registry Operator"), in connection with the execution of the Registry Agreement for the .nikon TLD (the "Registry Agreement"), hereby applies for .nikon 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]

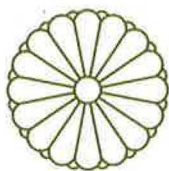
Submitted by: [REDACTED]
Position: Director, Senior Vice President
Dated: 2014/08/21
Email: [REDACTED]

[REDACTED]

Exhibit A

Trademark Registration

[to be attached by Registry Operator]



商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 4 6 3 7 4 2 6 号

(REGISTRATION NUMBER)

商標 (THE MARK)

Nikon

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第 7 類 ウェハ研磨機, 半導体製造装置, 液晶ディスプレイ製造装置, 磁気ヘッド製造装置, 金属加工機械器具, 鉋山機械器具, 化学機械器具, 繊維機械器具, 食料加工用又は飲料加工用の機械器具, 製材用・木工用
その他別紙記載

商標権者 (OWNER OF THE TRADEMARK RIGHT)

東京都千代田区丸の内 3 丁目 2 番 3 号

株式会社ニコン

出願番号 (APPLICATION NUMBER)

商願 2 0 0 1 - 0 8 7 9 5 0

出願年月日 (FILING DATE)

平成 1 3 年 9 月 2 8 日 (September 28, 2001)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。
(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 1 5 年 1 月 1 7 日 (January 17, 2003)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

太田 信一郎



商 標 登 録 証

(CERTIFICATE OF TRADEMARK REGISTRATION)

(続葉 1)

登録第 4 6 3 7 4 2 6 号 (REGISTRATION NUMBER)

商願 2 0 0 1 - 0 8 7 9 5 0 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第 7 類) 又は合板用の機械器具, パルプ製造用・製紙用又は紙工用の機械器具, 印刷用又は製本用の機械器具, 包装用機械器具, プラスチック加工機械器具, ゴム製品製造機械器具, 石材加工機械器具, 動力機械器具 (陸上の乗物用のものを除く。), 陸上の乗物用の動力機械の部品, 風水力機械器具, 農業用機械器具, 漁業用機械器具, ミシン, ガラス器製造機械, 靴製造機械, 製革機械, たばこ製造機械, 機械式の接着テープディスペンサー, 自動スタンプ打ち器, 起動器, 交流電動機及び直流電動機 (陸上の乗物用の交流電動機及び直流電動機 (その部品を除く。)) を除く。), 交流発電機, 直流発電機, 機械式駐車装置, 芝刈機, 食器洗浄機, 修繕用機械器具, 業務用電気式ワックス磨き機, 家庭用電気式ワックス磨き機, 電気洗濯機, 業務用電気掃除機, 家庭用電気掃除機, 電機ブラシ, 電気ミキサー, 電動式カーテン引き装置, 陶工用ろくろ, 塗装機械器具, 乗物用洗浄機, 廃棄物圧縮装置, 廃棄物破碎装置, 機械要素 (陸上の乗物用のもの及び動力伝導装置を除く。)

第 9 類 理化学機械器具, 測定機械器具, ウェハ検査装置, 測定顕微鏡, オートコリメータ, エンコーダ, 配電用又は制御用の機械器具, 電池, 電気磁気測定器, 電線及びケーブル, 写真機械器具, 映画機械器具, 顕微鏡用照明部品, 単眼鏡, その他の光学機械器具, ゴーグル, 眼鏡用フレーム, 眼鏡, 眼鏡の部品及び附属品, 加工ガラス (建築用のものを除く。), 救命用具, 液晶プロジェクター, 液晶プロジェクター用プリズム・レンズ・液晶パネル・ランプ及びその他の液晶プロジェクター用部品並びに附属品, 画像入力装置, デジタルビデオカメラ, デジタルスチルカメラ, デジタルカメラ用レンズ, 赤外線カメラ, テレビカメラ, テレビカメラ用レンズ, 閉回路テレビカメラ, 閉回路テレビカメラ用レンズ, デジタルカメラ用プリンター, 電気通信機械器具, レコード, 患者名簿・患者カルテ・医学薬学に関する知識及びその他の医療用情報の管理プログラムを記憶させた電子回路・同磁気ディスク・同磁気テープ・同光ディスク及びその他の記憶媒体, 画像解析用・画像処理用プログラムを記憶させた電子回路・同磁気ディスク・同磁気テープ・同光ディスク及びその他の記憶媒体, 電子計算機用プログラム, スキャナー, フィルムスキャナー, 電子計算機用プリンター, その他の電子応用機械器具及びその部品, オゾン発生器, 電解槽, ロケット, 遊園地用機械器具, スロットマシン, 運動技能訓練用シミュレーター, 乗物運転技能訓練用シミュレーター, 回転変流機, 調相機, 電気アイロン, 電気式ヘアカーラー, 電気ブザー, 鉄道用信号機, 乗物の故障の警告用の三角標識, 発光式又は機械式の道路標識, 火災報知機, ガス漏れ警報器, 事故防護用手袋, 消火器, 消火栓, 消火ホース用ノズル, 消防車, 消防艇, スプリンクラー消火装置, 盗難警報器, 保安用ヘルメット, 防火被服, 防じんマスク, 防毒マスク, 磁心, 自動車用シガーライター, 抵抗線, 電極, 溶接マスク, 映写フィルム, スライドフィルム, スライドフィルム用マウント, 録画済みビデオディスク及びビデオテープ, ガソリンステーション用装置, 自動販売機, 駐車場用硬貨作動式ゲート, 金銭登録機, 計算尺, 硬貨の計数用又は選別用の機械, 作業記録機, 写真複写機, 手動計算機, 製図用又は図案用の機械器具, タイムスタンプ, タイムレコーダー, 電気計算機, パンチカードシステム機械, 票数計算機, ビリングマシン, 郵便切手

商 標 登 録 証

(CERTIFICATE OF TRADEMARK REGISTRATION)

33
(続葉 2)

登録第 4 6 3 7 4 2 6 号 (REGISTRATION NUMBER)

商願 2 0 0 1 - 0 8 7 9 5 0 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第 9 類) のはり付けチェック装置, ウエイトベルト, ウエットスーツ, 浮袋, エアタンク, 水泳用浮き板, 潜水用機械器具, レギュレーター, アーク溶接機, 犬笛, 家庭用テレビゲームおもちゃ, 金属溶断機, 検卵器, 電気溶接装置, 電動式扉自動開閉装置, メトロノーム

第 1 0 類 医療用機械器具, 氷まくら, 三角きん, 支持包帯, 手術用キャットガット, 吸い飲み, スポイト, 乳首, 氷のう, 氷のうつり, ほ乳用具, 魔法ほ乳器, 綿棒, 指サック, 避妊用具, 人工鼓膜用材料, 補綴充てん用材料 (歯科用のものを除く。), 耳栓, 医療用手袋, 家庭用電気マッサージ器, しびん, 病人用便器, 耳かき

[以下余白]

Exhibit B

TLD Registration Policies

.nikon TLD REGISTRATION POLICY

1. ELIGIBILITY

Only NIKON and its Affiliates are eligible to register a Domain Name under the **.nikon** 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 NIKON'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 .nikon 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 NIKON CORPORATION ("**<NIKON>**");*

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.*