

Attachment 3

.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

Dun & Bradstreet, Inc. (“Registry Operator”), in connection with the execution of the Registry Agreement for the .duns TLD (the “Registry Agreement”), hereby applies for .duns 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: [REDACTED]
Dated: Aug 25, 2014
Email: [REDACTED]

Exhibit A

Trademark Registration

Int. Cls.: 35 and 36

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,063,450

United States Patent and Trademark Office

Registered Feb. 28, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

D-U-N-S

DUN & BRADSTREET INTERNATIONAL, LTD.
(DELAWARE CORPORATION)
103 JFK PARKWAY
SHORT HILLS, NJ 07078

FOR: PROVIDING SALES AND MARKET REPORTS TO THE ORDER AND/OR SPECIFICATION OF OTHERS; PROVIDING GENERAL BUSINESS INFORMATION CONCERNING SALES, SIZE AND POSITION; CONDUCTING MARKETING STUDIES; PROVIDING BUSINESS INFORMATION SERVICES PERTAINING TO MARKETING, DEMOGRAPHICS AND STATISTICAL FIELDS; ASSIGNING AND SUPPLYING IDENTIFICATION NUMBERS FOR USE BY BUSINESS ENTERPRISES FOR THE PURPOSE OF FACILITATING THE AUTOMATION OF THE PAYMENT OF ACCOUNTS PAYABLE AND OTHER BUSINESS PURPOSES AND THE OBTAINING OF BUSINESS STATISTICS AND INFORMATION; SUPPLYING SALE AND MARKETING INFORMATION CONCERNING THE BUSINESS COMMUNITY ACCORDING TO THE REQUIREMENT OF CUSTOMERS, MAILING LISTS PREPARATION SERVICES; COMPUTERIZED MARKETING CONSULTING SERVICES RENDERED TO BUSINESSES, NAMELY, PROVIDING INFORMATION THAT IDENTIFY CORPORATE LINES OF BUSINESS AND RELATIONSHIPS BETWEEN NATIONAL AND INTERNATIONAL COMPANIES, PROVIDING DEMOGRAPHIC INFORMATION ON DIFFERENT BUSINESSES IN SPECIFIC GEOGRAPHIC AREAS, GATHERING AND DISSEMINATION OF ADVERTISING MATTER OF OTHERS, PREPARATION OF LISTS OF

COMPANIES FOR OTHERS; PROVIDING BUSINESS INFORMATION BY MEANS OF TELEPHONIC PRERECORDED MESSAGES; EVALUATION OF SUPPLIERS OF GOODS AND SERVICES WITH REGARD TO OVERALL FINANCIAL, OPERATIONAL AND RISK LEVEL, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-14-1963; IN COMMERCE 1-26-1965.

FOR: PROVIDING INFORMATION ON CREDIT AND COLLECTIONS OF BUSINESSES; COLLECTION AGENCY SERVICES; PROVIDING CREDIT RECOVERY AND COLLECTION SERVICES; FURNISHING CREDIT RATING REPORTS; FINANCIAL REPORTS INCLUDING COLLECTING AND REPORTING CREDIT, SALES, FINANCIAL AND CREDIT AND FINANCIAL ANALYSIS; FINANCIAL MARKETING AND RESEARCH; PROVIDING CREDIT RATING AND FINANCIAL REPORTING AND ANALYSIS; CONDUCTING A CHARITABLE GIFT MATCHING PROGRAM; PROVIDING FINANCIAL CREDIT HISTORY INFORMATION SERVICES; PROVIDING INFORMATION SERVICES AND INVESTMENT RATING SERVICES, NAMELY, CREDIT INFORMATION SERVICES RENDERED BY COMPUTER SOFTWARE; DEBT COLLECTION SERVICES; PROVIDING CREDIT REPORTS AND CREDIT RATING INFORMATION BY MEANS OF TELEPHONIC PRE-RECORDED MESSAGES; CREDIT RISK ANALYSIS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-14-1963; IN COMMERCE 1-14-1965.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-583,884, FILED 3-9-2005.
CHRIS WELLS, EXAMINING ATTORNEY

Exhibit B

TLD Registration Policies

.duns TLD REGISTRATION POLICY

1. SELECTION OF REGISTRARS

Registrars eligible to register domain names must meet the following non-discriminatory criteria (in compliance with clause 2.9 (a) of the Registry Agreement):

- (i) be an accredited ICANN Registrar;
- (ii) demonstrate a level of understanding of the Domain Name registration policies of the Registry;
- (iii) have experience managing the Domain Names of major corporations;
- (iv) have proven tools for domain name portfolio management;
- (v) have business processes to perform automated validation (and any additional human checks as required by the Registry) of the eligibility of the domain name for registration according to the Domain Name policies of the Dun & Bradstreet, Inc.;
- (vi) demonstrate a sufficient level of security to protect against unauthorized access to the Domain Name records;
- (vii) demonstrate experience and have appropriate resources in managing abuse prevention, mitigation and responses;
- (viii) provide multi-language support for the registration of IDNs;
- (ix) comply with any re-validation of its Registry-Registrar agreement at a regular interval as determined by the Registry or as required by ICANN from time to time;
- (x) meet applicable technical requirements of Dun & Bradstreet, Inc.; and
- (xi) comply with all conditions, dependencies, policies and other requirements reasonably imposed by Dun & Bradstreet, Inc., including maintenance of suitable systems and applications that are capable of interacting with the Registry system.

2. ELIGIBLE REGISTRANTS

The only eligible Registrants for this TLD are the Registry Operator itself, namely “Dun & Bradstreet, Inc.”, and its Affiliates or Trademark Licensees as approved by the Registry.

If the Registrant does not meet the above eligibility criteria, there is no entitlement to register a Domain Name under the .duns TLD.

If the Registrant ceases to be eligible at any time in future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

3. REGISTRY APPROVAL REQUIREMENT

Registration of Domain Names under .duns, must be approved by Dun & Bradstreet, Inc. in addition to meeting all requirements under the Registry Rules. Dun & Bradstreet, Inc approval for complete and valid application submitted will be authorised by:

- (i) Dun & Bradstreet, Inc Hostmaster ([REDACTED]) (“Authorization Provider”); or
- (ii) an authorized person as nominated by Dun & Bradstreet, Inc. (“Authorised Person”) and notified to Registrar from time to time.

Authorisation Provider will notify the Registrar of its decision.

3. 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; or
 - c. it meets all Registry's technical requirements;
- (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;
- (iii) the Domain Name must be consistent with the mission and purposes of the gTLD and consistent with the Domain Name registration policy of Dun & Bradstreet, Inc., and include but not be limited to:
 - a. product name;
 - b. service name;
 - c. marketing term;
 - d. geographic identifier; or
 - e. any relevant name or term as approved by Authorisation Provider or Authorised Person.
- (iv) compliance with all requirements under the Registry Rules: the Registrant must comply with all provisions contained in the Registry Rules.

4. 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's Registrar accreditation agreement.

The Registrant represents and warrants 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) it is entitled to register the Domain Name;
- (iv) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (v) 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.
- (vi) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such

- registrant data complies with all applicable data protection laws and regulations;
and
- (vii) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

5. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with clause 3.7.7.1 of the 2013 ICANN's Registrar accreditation agreement), including but not limited to the following;

- (i) if the Registrant is a company or organization:
 - a. name of a company or organization;
 - b. registered office and principal place of business; and
 - c. contact details of the Registrant including e-mail address and telephone number;
- (ii) if the Registrant is a natural person:
 - a. full name of the Registrant;
 - b. address of the Registrant; and
 - c. 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.

6. 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 unauthorised 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.

7. 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) meet all technical requirement for the applicable IDN;
- (ii) comply with the IDN tables used by the Registry as amended from time to time; and

8. 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 Dun & Bradstreet, Inc.'s response to Question 22 Geographic Names.

9. 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 gTLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

10. 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.

11. LIMITATION ON REGISTRATION / DOMAIN NAME LICENCES

There is no restriction on the number of Domain Names any Registrant may hold.
Protection of third party intellectual property rights

The Registry will implement all rights protection measures as required by ICANN in clause 2.8 of the Registry Agreement, including the use of the Uniform Rapid Suspension (URS) procedure, and Uniform Domain Name Dispute Resolution Policy (UDRP).

12. 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 license to use the Domain Name for a specified period in accordance with the Registry Rules.

Renewal of registration:

- (i) 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.
- (ii) Upon change of sponsorship of the Domain Name from one Registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of registered Domain Name will be extended by one year, provided that the maximum term of registration at any time does not exceed ten (10) years.

- (iii) The change of sponsorship of registration of Domain Name from one Registrar to another, accordingly to Part B of the ICANN Policy on Transfer of Registrations between Registrars will not result in the extension of the term of registration.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request 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 renewal of Domain Names documented in appendix 7 of the .com Registry Agreement.

13. 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.

If the Registrant becomes subject to insolvency or any other proceeding, the administrator may request the transfer. The transferee must provide appropriate documentation as required by Registry to approve such transfer.

14. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorises the Registry to process personal information and other data required for the operation of the .duns. 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, 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.

15. 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 any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which informs 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.

16. 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.

17. 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.

18. DEFINITIONS

Affiliate means in relation to a party any corporation or other business entity controlling, controlled by, or under common control of that party and for the purposes of this definition, a corporation or other business entity shall be deemed to control another corporation or business entity if it owns directly or indirectly:

- (i) fifty percent (50%) or more of the voting securities or voting interest in any such corporation or other entity; or
- (ii) fifty percent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or
- (iii) in the case of a partnership, any other compatible interest equal to at least a fifty percent (50%) share in the general partner.

Domain Name means a domain name registered directly under the .duns 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 and is in compliance with the registry-registrar agreement for the TLD, and which provides domain name registration services to Registrants;

Registry means Dun & Bradstreet, Inc. ("Dun & Bradstreet");

Registry Agreement means the agreement between Dun & Bradstreet, Inc. and ICANN;

Registry Rules mean:

- (i) Registration terms and conditions agreed between the Registry and Registrant for registration of a Domain Name; and
- (ii) Registration policies provided and amended by the Registry from time to time.

Registrant means a natural person, company or organisation who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name;